

# The Solicitors' Journal.

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## CURRENT TOPICS.

WE REGRET to learn that Mr. R. H. LEACH, the senior Chancery Registrar, has been directed by his medical advisers to seek rest on account of the state of his health. It is understood that leave of absence for a limited period will be granted to him.

WE PRINT in another column an order of transfer of forty causes from the list of the Master of the Rolls to Vice-Chancellor BACON. None of these causes will be placed in the paper for hearing before the 24th inst., except by written consent of all parties.

WE UNDERSTAND that summonses to attend the House of Lords, to advise in the case of *Commissioners of Public Works v. Angus*, were sent to all the chancery judges, but, in order to prevent the public inconvenience which would arise from the suspension of business for some days, it was arranged that Mr. Justice FRY alone should attend.

IT WILL BE SEEN from a statement which we publish elsewhere that the Syndicate of the University of Cambridge by whom the local examinations are conducted, have recommended that students who intend to enter into articles with solicitors shall be admitted to the local examinations (which are accepted in lieu of the prelimi-

nary examination), although they are above the age of sixteen years. As a similar boon has been granted to medical students, it may be anticipated that the recommendation of the Syndicate will be adopted.

THE RIGHT OF SOLICITORS to audience in the courts appears to be making somewhat rapid progress. In a case heard by a learned Vice-Chancellor on Thursday—which was an application for the delivery up by a solicitor of some deeds—after the motion had been made by counsel, followed by his junior, and counsel for the solicitor had replied, the court was successively addressed (1) by the solicitor against whom the application was made; (2) by his clerk; (3) by the clerk of the solicitor of the moving party; (4) by the solicitor of the moving party; and (5), again by the clerk of the solicitor against whom the application was made!

THE HOUSE OF LORDS' LIST for the "Sittings during Prorogation" contains only eight appeals, including six from the Court of Appeal in England, and two from Scotland. Of the six English cases three are likely to occupy several days—namely, *Commissioners of Public Works v. Angus* (*Angus v. Dalton* in the court below, in which the judges have been summoned to assist the House), *Metropolitan Asylums District Board v. Hill* (the Hampstead Small Pox Hospital case), and *Mackonochie v. Lord Penzance*. It is, however, stated that *Commissioners of Public Works v. Angus*, *Dahl v. Nelson*, and *Debenham v. Mellor* will be the only appeals heard during the present sittings.

THE DIRECTION given last year by the Court of Appeal that all appeals relating to adjudications of bankruptcy, or to the registration of liquidation, or composition resolutions, should have priority, does not appear to be generally known. A few days ago counsel for the respondent in an appeal brought by a petitioning creditor from the refusal of a registrar to make an adjudication of bankruptcy, which, when set down, originally stood low down in the list of appeals, but, in pursuance of the above-mentioned direction, had been advanced to the head of the list, and stood first in the list, applied that the hearing of the appeal might be postponed for a week, on the ground that his solicitor had been surprised by its coming into the list for hearing so quickly, and that counsels' briefs had only been just delivered. As the postponement was not resisted, the court assented to it, but Lord Justice JAMES said it ought to be understood that the parties must be ready to go on in appeals of this nature. The object of the new rule was that appeals relating to the status of a debtor should not be kept hanging over.

WE RELIEVE that no class of legal instruments has changed so little as leases. We had occasion, some time ago, to point out that the form of farm lease given in a book of precedents published in 1606 contained covenants closely resembling those in ordinary use at the present day. Similarly with leases of houses, the old forms have been handed down almost unchanged, although circumstances have changed, and even the law governing the relation of landlord and tenant has been altered. It is not long since we came across a lease of recent date containing a covenant elaborately

framed to meet the defect disclosed by *Dumport's case*, although, as we all know, the doctrine of that case died more than twenty years ago. Why is this? There are several causes. One is the agreement of the parties, which is very commonly for a lease on the same terms as those on which the last tenant held the premises. Here the solicitor has no alternative but to repeat the covenants of the old lease. Another cause is the conservatism of the estate offices of large proprietors or corporations. The legal effect of the old form is known; the old form is kept in print, and it is considered desirable that all the tenants should hold subject to the same provisions. Another cause is the conservatism of the solicitor of the intending lessee. Any unusual provision (which will never be in favour of the lessee) is struck out, the reason given in the margin being simply "This is unusual." And lastly, the authoritative collections of precedents of leases being always edited by counsel, who have seldom before them any other leases than those of exceptional importance, which are granted by large proprietors or corporations having traditional forms of lease, the stereotyped covenants are in the precedents taken from these leases to save the trouble of framing them anew. We do not hesitate to say that there is no thoroughly satisfactory collection of precedents of leases before the public. For instance, where can you find a full and complete model of an underlease? Some experience of drafting and knowledge are requisite, no doubt, for the task of framing one, but we cannot doubt that the learned editors of the leading collections of precedents possess these qualifications, if they would only take the trouble to consider the question. But it is not desirable to enter on the task with revolutionary fervour and without much consideration. For instance, we have always regarded with considerable interest a certain form of "sub-lease," given in a well-known work (not mainly devoted to precedents), wherein the simple reader is warned that a sub-lease should *never* [the italics are the editor's] be drawn in the same words as the original lease. Duly following out this great discovery, the editor, in his model "sub-lease," makes the sub-lessee covenant only to pay rent and perform the covenants in the original lease, except the covenant for payment of rent and other excepted covenants; apparently forgetting that the effect of this will be to enable the original lessor, but not the underlessee, to enter and leave notice to repair; and to render the consent of the original lessor, but not of the underlessee, necessary to an assignment or underlease! We agree with our correspondent whose letter has suggested these observations, that some reformation in the collections of precedents of leases is necessary, and we hope learned editors of these collections will take heed to the matter.

SOME TIME AGO WE RECEIVED THE FOLLOWING LETTER:—

"Sir,—Will you inform me what is the *locus standi* of an *amicus curiæ* in a case; whether he is feed, and if so by whom; and by whom appointed?"

As the letter is signed and bears an address, we presume that it is genuine; and, therefore, in our humble capacity of missionary to those that sit in legal darkness, we shall endeavour to supply an answer. The "*locus standi*" of the *amicus curiæ* is the ignorance, or forgetfulness, or want of candour of the counsel engaged in a case. And the—well, momentary lapse of memory on the part of the judge. These little defects are allowed to be supplied by any member of the bar who happens to be in court; who, so to speak, hands up a little lantern to help the judge through the dark ways of the law. The only fees of the *amicus curiæ* are (1) the sense of having done his duty; (2) the thanks of the court; and (3) the reputation of being a man who has cases at his fingers' ends. Fees belonging to classes (2) and (3), however, we ought to warn our correspondent, in case he intends to become an *amicus curiæ*, are (like certain other fees) somewhat uncertain. It is not a profitable thing to be-

come an *amicus curiæ* in certain courts. "Will your lordship allow me," says a learned gentleman in the back benches, "as *amicus curiæ*, to refer your lordship to the case of *Jones v. Smith*, fifteen Vesey, at page one hundred and twenty-one." "Fetch 15 Vesey," says the judge to his officer. Vesey is brought. "Mr. Brown, what has this got to do with the case in hand? You've overlooked the facts on which the decision in that case was based." And 15 Vesey descends with ominous rapidity to the officer. In this case, our correspondent will observe, the *amicus curiæ* is not "feed." The origin of the *amicus curiæ* is, it has been stated, to be found in the Roman law. A *judeus*, before deciding a case, was entitled to take the advice of "friends, acquaintances, and legal amateurs," but was not bound either to seek, or to adopt, their opinion (see Colquhoun's Summary of Roman Law, I. 35). The custom was established in Lord Coke's time, for he says that when a judge is doubtful or mistaken as to any question of law, he may be informed by any bye-stander, as an *amicus curiæ*. It has also been thought that a matter can be made to appear by suggestion on the roll by an *amicus curiæ*, although in *Smyth v. Irish* (2 Keb. 548) it was said that "as *amicus curiæ* is not usual, by pleading it cannot be." In *Ree v. Vaux* (Comb. 13) it was held that any person could, as an *amicus curiæ*, move to quash a vicious indictment, since judgment would have to be arrested in the event of a trial and verdict. We may add that the late Lord CAMPBELL, when at the bar, was on one occasion "deputed" by the Chief Justice to go, as *amicus curiæ*, into the Court of Queen's Bench to ascertain the practice of that court as to taking a cause out of its turn to prevent an injunction in equity (see *Goldschmidt v. Marryat*, 1 Camp. 559); and upon his return Mr. CAMPBELL "certified" the rule in such matters as adopted by Lords KENYON and ELLENBOROUGH.

A CORRESPONDENT of the *Times* has drawn attention to the fact that affidavits are continually being lost at, or taken away from, the common law judges' and masters' chambers. He says that within the last few months no less than three affidavits have disappeared in cases in which he has been concerned, and he understands it is still a common practice for the officials at chambers to hand the affidavits back to the solicitors' clerks to enable them to draw up the orders which have been obtained upon them. Under the rules of April, 1880, it is provided that every affidavit shall be filed in the Central Office, and that office copies of affidavits may, in all cases, be used, such copies being first duly authenticated by the seal of the office; but the writer says that when affidavits are filed, and office copies made for use in chambers, the masters disallow the costs of making office copies, and so encourage the old practice of using originals. The writer has apparently overlooked the fact that the rule does not require office copies to be taken, or forbid the original affidavits to be used as evidence. As a matter of fact even in the Chancery Division, in urgent cases, the original affidavit, having the filing stamp affixed, is used in court, but it is afterwards handed to the registrar to be filed. If, however, it is the fact that original affidavits at the common law judges' chambers are handed back to the solicitors, and never filed, then of course the rule is broken; and it is easy to see that both the Revenue and the suitor are likely to lose by this irregular practice.

IN VIEW OF THE PAINFUL INCIDENT which has resulted in the loss of the head and neck of one of the figures of mounted policemen represented in relief on the Temple Bar Memorial, it may be well to warn persons afflicted with emotions of iconoclastic zeal that the law affords means for their repression. By the Malicious Injuries to Property Act (24 & 25 Vict. c. 97, s. 39) it is provided that "whosoever shall unlawfully and maliciously

destroy or damage any statue or monument exposed to public view, or any ornament surrounding such statue, shall be guilty of a misdemeanor," and, on conviction, shall be liable to imprisonment not exceeding six months, and, if a male under sixteen years of age, may be whipped. It is indeed possible, considering that the section is headed "*Injuries to Works of Art*," to raise a question whether it was intended to protect works such as the Temple Bar Memorial, but the words of the section apply to all "monuments," and this is clearly a monument both of Temple Bar and of civic obstinacy.

## VALUED POLICIES.

THE case of *Burnand v. Rodocanachi* (L. R. 5 C. P. D. 424), decided by Lord Coleridge, C.J., is one of some interest, involving as it does a curious application of a well-known principle of insurance law. It appeared that the plaintiffs were underwriters who insured under a valued policy, covering war risks, the cargo of a ship subsequently destroyed by the Confederate cruiser *The Alabama*. The damage done by *The Alabama* formed, as will be remembered, the subject of a claim by the United States against England, which was referred to arbitration; and ultimately a large sum was awarded by the arbitrators to the former nation. An Act of Congress was passed for the purpose of regulating the distribution of this sum of money among the parties who had suffered through *The Alabama's* operations. The Act provided that no claim should be admissible for any loss or damage for or in respect to which the party injured, his assignees or legal representatives, should have received compensation or indemnity from any insurance company, but, if such compensation or indemnity so received should not have been equal to the loss or damage so actually suffered, allowance might be made for the difference. And it was also provided that no claim should be admissible or allowed by or on behalf of any insurance company or insurer, either in its or his own right, or as assignee or otherwise, in the right of a person or party insured as aforesaid, unless such claimant should show that during the late rebellion the sum of its or his losses in respect to its or his war risks exceeded the sum of its or his premiums or other gains upon or in respect to such war risks, and in case of any such allowance, the same should not be greater than such excess of loss; and that no claim should be admissible or allowed arising in favour of any person not entitled at the time of his loss to the protection of the United States in the premises, &c. The defendants, the owners of the cargo, received the amount insured for as upon a total loss, but the cargo was really of greater value. The defendants subsequently claimed under the Act above mentioned, and received a part of the compensation fund in respect of their loss beyond the amount insured. The plaintiffs sued them to recover the compensation money so paid to them. It was held that they were entitled to recover.

The Lord Chief Justice of the Common Pleas appears to base his judgment on the principles which have been applied by the decisions of the courts to valued policies. The broad principle which governs in these cases is that, for the purpose of all questions that may arise between the parties to a valued policy with regard to the subject-matter of the contract, the value as stated in the policy must be taken to be the real value. The obvious immediate object of the valued policy was to avoid, in the event of a loss and an action on the policy, all question as to the real value of the subject-matter of insurance. Such policies appear to be, to some extent, in contravention of the policy of law which declares the contract of insurance to be one of indemnity; but to determine the value of something that no longer exists *in specie* may be a very difficult matter, involving much expense and conflict of testimony, and this form of policy

appears to have been found convenient in many cases by mercantile men. But when the same test of value comes to be applied to other questions than the mere question what is to be paid under the policy, which may arise between the parties with regard to their rights under the contract, it may be doubtful whether the law does not go beyond the actual intention of the parties, and whether some amount of hardship may not arise. Nevertheless the law is obviously logical. There would be a difficulty in saying that for certain purposes of the contract the value of the subject-matter is to be regarded as settled by the agreement of the parties, and for others it is to be regarded as open.

It is clear law on an open policy that where the insurer has paid for a total loss the salvage belongs to him. Whatever may be the principle on which this depends, it seems to be settled law. If compensation in the nature of damages is to be regarded as salvage within this rule, it would seem that the same principle must apply to it quite independently of any question of valued or open policy. But if the decision is to be treated as turning on the policy being a valued one, it may be doubted whether it was consciously intended by those who first devised the valued policy that the value of the subject-matter should be considered as fixed for the purposes of these collateral questions, as well as for the purpose of determining the amount the underwriter was to pay for a loss. That the underwriter should be entitled to the salvage to the extent of indemnifying him may be just, but it is conceivable that if he is entitled to the whole he may make a large profit out of the loss. In the case of *Young v. Turing* (2 M. & G. 601), it was decided that, for the purpose of determining whether there was a constructive total loss, the valuation in the policy was to be disregarded; and Lord Abinger, in giving judgment says, "The agreed value in the policy of the subject insured is intended to save the expense and doubt that may attend the investigation of value as affecting the question of compensation only." The principle, however, of this class of cases is explained by Lord Coleridge, in the judgment in the case on which we are commenting, as being that, although you are not bound by the valuation in ascertaining whether there has been a total loss, yet such a loss having once been established, then for all purposes you are bound by the valuation. The case of *North of England Insurance Association v. Armstrong* (L. R. 5 Q. B. 244) is most distinctly, in point, and seems to go the whole length of the proposition on which the judgment in the case of *Burnand v. Rodocanachi* is based. There the ship was insured for £8,000 by a valued policy, the value declared being £8,000. The ship was run down by another ship, and the owners recovered £5,000 against the owners of the other ship. The real value of the ship was £9,000, and there was no other insurance upon her. It was held that, as between the underwriter and the assured, the value of the ship must be taken to be £8,000 for all purposes, and that, therefore, the damages recovered, which were in the nature of salvage, belonged entirely to the underwriters. The question which in that case was pressed on the counsel for the shipowners was to whom the ship, if it had been itself saved, would have belonged? He felt constrained to admit that it would have belonged to the underwriters, but he argued that that would have been a case of salvage, and that the then present case was not. The court, however, could not distinguish between the ship and the damages that represented her.

The rules that apply to the subject of damages for collision in the Court of Admiralty seem to have prevented the question arising in its strongest form; but suppose the full value of the ship could be recovered as damages, and apply that hypothesis to circumstances such as arose in the case of *North of England Insurance Association v. Armstrong*, then the result would have been that the underwriters, besides the premium, would have made a gain of £3,000 out of the loss. This would be a startling result, but we do not see why it is not a fair



test to apply to the principle on which the decision went. In such a case the result would not seem to be altogether just. The assured is not indemnified, but suffers a loss of £3,000, and the underwriter gets a windfall of £3,000 for which he has given no sort of consideration. At the same time it must be admitted that if it is clear that the ship itself would have belonged to the underwriters, however much its value exceeded the amount of the valuation in the policy, it is difficult to see how the damages are to be dealt with on a different footing. We do not say that it is not clear law that the ship would have so belonged to the underwriters, but we are inclined to think that it is doubtful—if the thing were *res integra*—whether there is not some room for argument that all the underwriters ought to have in such a case is at the utmost a lien on the ship for the total amount they have paid. But the truth is that it would rarely happen, when a total loss was paid for, that the ship, after deducting the expenses of salvage and repairs, was worth more than the valuation in the policy. Where the owners elect to abandon the ship and recover for a total loss, it may fairly be argued that, whatever the value of the salvage may ultimately prove to be, it was recovered on behalf of the underwriters, and ought to belong to them.

But it seems to us that it may be urged that, whatever may be logical in theory, it is doubtful whether, practically speaking, damages stand on the same footing as salvage *in specie*. They are not the ship nor are they the remains of it; they are an indemnity or compensation for the loss of it; and to the extent to which the persons receiving them were indemnified *aliunde*, it may be right that they should account, either wholly or partially, for the damages to the indemnifier; but it seems a very strong proposition to say that, though they are not indemnified *in toto*, they must hand over the surplus beyond what is necessary to indemnify the indemnifier. In the case of *Burnand v. Rodocanachi* the actual figures are not given, and it must probably be presumed that the sum awarded by the United States court did not exceed the sum paid under the policy. It is difficult to suppose that it could have done so, because it will be observed that it is only the excess of loss beyond amount of insurance that was admitted by the Act as a ground for claim to a share of the compensation fund, so that unless this excess exceeded £15,000, the amount to be handed over by the defendants could not exceed the amount which the plaintiffs had paid. Therefore, no such case arises as we have been supposing—viz., a case where the total amount recovered exceeds the sum paid by the underwriter; but if such a case could and did arise, it will be observed that the reasoning on which the decisions in *North of England Insurance Association v. Armstrong* and *Burnand v. Rodocanachi* are founded would apply, and would go the length of showing that the whole amount recovered must be handed over by the incompletely indemnified insurer. We cannot help thinking that the propositions that the compensation or damages necessarily in all cases represent the thing insured so absolutely as to be treated as salvage, and also that the valuation is conclusive, not only for the purposes of an action on the policy, but to show that the assured has been completely indemnified, and so is bound to hand over all that he recovers, need further discussion before the law on this subject can be considered as established on a satisfactory basis. It may be observed that it is not very obvious on the principle enunciated by the Queen's Bench—viz., that the damages are to be regarded in the same way exactly as the ship *in specie*—how the question of the policy being a valued one is material. The same result must follow whether the policy is open or valued. The only question to which the form of the policy can be material is the question how far the insurer has been completely indemnified.

There was, in the case we are discussing, a further question whether the sum recovered by the cargo owners from the compensation fund could be treated as analogous to legal damages so as to bring the case within

the principle of *North of England Insurance Association v. Armstrong*. Lord Coleridge, very rightly, as we venture to think, looked to the substance of the thing, and decided that the amount recovered, though not legally damages, was so far analogous as to come within the same reasoning. He also held that the fact that insurers were excluded from the benefit of the Act, except in certain cases, did not affect the right of the plaintiffs to claim from the defendants that they should, according to the principles of English law, be held in the English courts to be trustees for the plaintiffs of the amount recovered out of the compensation fund.

## THE YEAR'S SOLICITORS' CASES.

### III.

It is satisfactory to find that the reports for the past year contain very few cases arising out of misconduct on the part of solicitors. In *Cave v. Cave* (28 W. R. 764) Mr. Justice Fry had reported to the official solicitor of the Chancery Division certain misconduct on the part of a solicitor which had been disclosed in the course of an action tried before him; and he held, upon an application for leave to serve a notice calling upon the solicitor to show cause why he should not be struck off the rolls, that he had jurisdiction in the matter, since it was a "further proceeding" in the action, within ord. 51, r. 1a., and did not fall within the Lord Chancellor's Order of June 19, 1877. *Reg. v. Fullagar* (41 L. T. N. S. 448) is the only reported case of the prosecution of a solicitor. The prosecutrix was entitled to certain money which had come into the hands of the prisoner, as solicitor to her trustees, on a mortgage being paid off. He wrote a letter to her acknowledging the receipt of the money, and asking for instructions as to its re-investment. The prosecutrix replied that she would consult her trustees, and let him know the result. He appropriated the money to his own use, but afterwards told her that he had invested it on a fresh mortgage, and for six years he paid her what purported to be interest on the new mortgage. The Court for Consideration of Crown Cases Reserved held that he had been guilty of fraudulently converting to his own use property which had been intrusted to him as a solicitor for safe custody (until the prosecutrix had informed him of her wishes as to re-investment) within the 24 & 25 Vict. c. 96, s. 76.

There were two cases of applications for attachment against solicitors. In the first case (*In re A Solicitor*, L. R. 14 Ch. D. 152) the solicitor had not complied with an order made on a petition for the delivery of certain deeds to his client, and the Master of the Rolls held that the personal service of the order made on the petition, and the service of notice of motion for an attachment by leaving it at the solicitor's residence, were sufficient within ord. 44, r. 2, and ord. 53, r. 3. In *Tilney v. Stansfeld* (28 W. R. 582) the action had been stayed, and the plaintiff's solicitor had been ordered to pay the defendant's costs, on the ground that the action was frivolous, vexatious, and an abuse of the process of the court. Substituted service of this order and of a *subpoena* for payment having been directed and made, the defendant applied, under ord. 41, r. 1, for an attachment against the solicitor for disobedience. Hall, V.C., made an order for an attachment to issue for the payment by the solicitor of the costs, as between solicitor and client, of the application and of the attachment, but he directed that the order should not be drawn up for a week, the solicitor being informed that it had been made and would be acted upon in default of compliance at the end of that time.

*Barrow's case* (28 W. R. 341) is an important decision as to the receipt by a solicitor of a commission upon the allotment of shares in a company. The directors of the company passed a resolution to allow a commission of two shillings and sixpence per share to any person introducing a shareholder. Mr.



Barrow, the solicitor and secretary to the company, introduced a client as a purchaser of 2,000 shares, but the purchase-money for them was paid by the solicitor's father, who was the chairman of the company, and to whom the shares were, immediately after the allotment, transferred in consideration of the payment of five shillings. The solicitor received the stipulated commission on the 2,000 shares, but, upon the company being wound up, Bacon, V.C., ordered the money to be refunded, holding that the solicitor, being in a fiduciary position, ought not to have received any commission.

Passing from the cases in which solicitors were personally interested, we have to notice several decisions as to the duty and responsibility of members of the profession in particular circumstances. The question of a solicitor's attestation of a bill of sale was dealt with in three cases, which have been before commented on by us. In *Hill v. Kirkwood* (28 W. R. 358) the bill of sale was attested by a solicitor who was not practising on his own account, but was managing clerk to the grantee's solicitors. Malins, V.C., held that the attestation was insufficient within section 10 of the Bills of Sale Act, 1878, but this judgment was reversed by the Court of Appeal. James, L.J., expressed a doubt whether the Act of 1878 applied at all as between grantor and grantee, and also whether, if it appeared from the attestation clause that the instrument had been explained to the grantor, the court had any power to inquire into the sufficiency of the explanation. The court also held that there was nothing in the Act to require the attesting solicitor to be in practice on his own account or unconnected with the grantee. In *Davies v. Goodman* (28 W. R. 559, L. R. 5 C. P. D. 128) the Common Pleas Division had held that a bill of sale not attested by a solicitor and explained to the grantor was void as between the grantor and the grantee, but this decision was reversed by Lords Justices Baggallay, Bramwell, and Thesiger. Bramwell, L.J., laid down that the Bills of Sale Act, 1878, must be read as if section 8 included section 10. The latter section was intended for the benefit of creditors as well as of the grantor, and since it attached no consequences to the non-fulfilment of its provisions, there was no ground for holding the instrument void as between grantor and grantee. As to section 8, Thesiger, L.J., pointed out that the grantor was not included among the persons against whom the bill of sale is to be void in the event of certain conditions, including attestation, not being duly complied with. This case was followed by the Court of Appeal in *Ex parte National Mercantile Bank, In re Haynes* (28 W. R. 848, L. R. 15 Ch. D. 42), where James, L.J., observed, "The Legislature thought that they would give to the grantor the protection of a solicitor pledging his word to the fact that he did give the explanation. . . . The validity of the bill of sale is not affected by the omission of the attesting solicitor to give the explanation which he says that he has given." Baggallay, L.J., also laid down—what was only hinted by the Lords Justices in *Hill v. Kirkwood*—that the court could not go behind the Act and inquire into the sufficiency of the explanation given.

*Saffron Walden Building Society v. Rayner* (28 W. R. 681, L. R. 14 Ch. D. 406) is an important decision as to the effect of a notice given to the solicitors to trustees of the existence of an incumbrance on the trust fund, but it is now so well known, and has been so often discussed in our columns, that it is not necessary to state it.

Two cases during the year dealt with questions of privilege in connection with proceedings for discovery. In *Mayor of Swansea v. Quick* (28 W. R. 371, L. R. 5 C. P. D. 106), interrogatories administered to the plaintiff corporation were answered by their solicitor, who was town clerk of Swansea, and who declined to give the information sought for, on the ground that it referred to communications which were privileged as having been made to him in his capacity of solicitor to

the plaintiffs. The Common Pleas Division held that the interrogatories must be answered, for the plaintiffs, having elected to answer through their solicitor, must be taken to have waived any privilege of which they might otherwise have availed themselves. In *Tyas v. Brown* (28 W. R. 575), which was an action brought after the death of a lunatic to enforce an agreement made in lunacy, Malins, V.C., ordered the production (*inter alia*) of the counsels' briefs used in the lunacy proceedings and of the shorthand notes thereof.

*Ex parte Duce, In re Whitehouse* (28 W. R. 501, L. R. 13 Ch. D. 429), is an important decision as to the use of a proxy by a solicitor in a liquidation proceeding. A creditor sent a proxy signed by him in blank to his solicitor, who sent it to the debtor's solicitor. The latter filled in his own name and voted with it in support of a composition. The Court of Appeal (affirming the decision of the Chief Judge) held that, although the creditor's solicitor had given the debtor's solicitor no express instructions as to the use to be made of the proxy, the creditor must be taken to have given an implied authority to vote on his behalf.

*Allen v. Lloyd* (28 W. R. 8, L. R. 12 Ch. D. 447) involved the question of the propriety of the appointment as a receiver of a solicitor who was the executor of a will which was being contested in the Probate Division. The solicitor commenced an administration action in the Chancery Division against the testator's widow. Malins, V.C., on a motion in the action, appointed the plaintiff (whose firm acted in the chancery proceedings both for him and for the defendant) as receiver, but the Court of Appeal discharged this appointment, and ordered the plaintiff to pay the defendant's costs in both courts. The Master of the Rolls characterized the appointment as "obviously improper," since it rendered it impossible to insure the proper checking of the receiver's accounts.

## RECENT DECISIONS.

IN RE CLAY AND TETLEY, C.A., 29 W. R. 5.

There could be little doubt as to the decision in this case. A testator directed that his debts should be paid by his executors, and, in case his personal estate was insufficient for that purpose, he charged his real estate with the payment of the deficiency. The executors named in the will renounced, and letters of administration, with the will annexed, were granted to the widow, who, on the personal estate proving insufficient to pay the debts, entered into a contract for sale of a portion of the real estate to make up the deficiency. The purchaser objected that an administratrix was not entitled to sell real estate for payment of debts, and therefore the vendor could not make a good title to the property. The court laid it down unequivocally that there is no authority for saying that there has ever been implied a power to sell real estate for payment of debts in an administrator, who, as the Master of the Rolls pointed out, is not appointed by the testator, but is, in fact, an officer of the court. A testator naturally expects that the executors he has named will act, and there is no reason to suppose that he intends an administrator to have such a power.

The question was then raised whether section 16 of Lord St. Leonards' Act was to be construed as conferring this power on administrators. As to this the words of the section seem conclusive. "The executor or executors for the time being named in such will (if any)" are the persons in whom the power of sale is vested, and "such power shall, from time to time, devolve to, and become vested in, the person or persons (if any) in whom the executorship shall, for the time being, be vested." It hardly needs to be pointed out that the section is carefully framed so as to confine the power to executors; and so the court held, adding that it cannot be supposed that the Legislature forgot that there are such persons as administrators.

SMITH v. ANDERSON, C.A., 29 W. R. 21.

The Court of Appeal in this case (which we discussed at the time of its decision) overruled two elaborate judgments of the Master of the Rolls in the *Arthur Average Association* (23 W. R. 939), and *Sykes v. Beadon* (27 W. R. 464). The exact point at issue was the same as in *Sykes v. Beadon*, which the Master of the Rolls had followed in this case—viz., What is an "association carrying on business for the purpose of gain" within the meaning of section 4 of the Companies Act, 1862? The association in this case was for the purpose of making investments in the various submarine telegraph companies, and was called the "Submarine Telegraph Trust." It was constituted in a similar way to the "Government and Guaranteed Securities Permanent Trust" of *Sykes v. Beadon*—that is, it was constituted by a trust deed entered into between the trustees and a covenantor. This deed provided for subscriptions of given amount, in return for which the subscriber received certificates for £100 payable to bearer. The amount subscribed was to be invested in the purchase of shares of the given class. The proceeds were to be applied in payment of a fixed percentage to certificate-holders, and the surplus in redeeming certificates by open purchase and by drawings at fixed values, twenty per cent. above the nominal value. "Coupons of reversion" were given in return for redeemed certificates, entitling the holders to a share in the trust funds when the trust came to an end. Powers of varying securities at a profit were given to the trustees. The trustees and secretary were to have salaries. General meetings were to be held in manner provided by the Companies Act. The Master of the Rolls held that such "trusts" were really companies, of which the trustees were directors and the certificate-holders shareholders; that they had in view the acquisition of gain by the company and the individual members; and therefore, as consisting of more than twenty members and being unregistered, were illegal associations. The Court of Appeal pointed out that the question was not whether the certificate-holders had "gain" for their object, but whether they were carrying on a "business" which had gain for its object. On the facts they held that the trust was really a trust, although the *cestuis que trust* might be more than usually numerous. Yet none of the provisions of the trust deed differed from those found in ordinary trust deeds, except in regard to meetings, and the difference was due to the numbers of the *cestuis que trust*. There was really no "business" to be carried on. If there was any "business," it was carried on, not by the certificate-holders, who only had to receive the dividends on their investments, but by the trustees, who were less than twenty in number. The object was, no doubt, "gain," by spreading the risk of investment on the principle of averages—the success of most of the companies on whose shares investments were made being sure to compensate for the failure of others; but the gain was not sought by carrying on business. The decision is not, we believe, of so great practical importance as it might have been at an earlier date, for many of the "trusts," alarmed by *Sykes v. Beadon*, have turned themselves into limited companies. But as bearing on the question of the distinction between director and trustee, the judgment of the court is of considerable interest.

The Local Examinations and Lectures Syndicate of the University of Cambridge have recommended that students who intend to enter into articles of clerkship to a solicitor may, though above the age of sixteen, be admitted to the examination for students under the age of sixteen; and that the names of students so admitted and satisfying the examiners be sent to the secretary of the Incorporated Law Society, but that no certificates be granted to such students, and that their names be not inserted in the published class list.

## CORRESPONDENCE.

### LANDLORD AND TENANT.

[To the Editor of the Solicitors' Journal.]

Sir,—In these days, when the district surveyors of the Metropolitan Board of Works are far more active than they used to be in discovering dangerous structures as defined by the Building Acts, and when a large number of leases for long terms are about expiring, and when leases of houses which have been built for many years are being granted, a question must now be frequently arising as to the extent of the liability of a lessee under an ordinary repairing lease when the structural part of the premises demised to him is condemned by reason of age and the operation of the elements, and the lessee is called upon to do the requisite repairs.

It would appear that for the purposes of the Building Acts the occupier of a house under the ordinary repairing lease for twenty-one years is the "owner," as defined by the Building Acts, and is liable to the Metropolitan Board of Works to do the repairs. The premises having been partially or wholly condemned, the unlucky lessee probably finds himself in the position of being unable to call upon his landlord to do the repairs in question—since the landlord is under no such liability save by express covenant—and yet obliged to pay his rent, whether the repairs are done or not.

No doubt in many cases the landlord is, irrespective of his legal liability, willing to meet the tenant, and if not to do at his own expense, at least to share the cost of, the requisite repairs. In some cases, however, the landlord is not so willing, and the position of the tenant is one of some difficulty and hardship. The repair is probably one for which, as between the tenant and landlord, the former is not liable to the latter, though as between the tenant and the Metropolitan Board of Works the former is liable to the latter.

In a recent case coming under my own observation, the lessee took some old premises on lease for seven, fourteen, or twenty-one years, having, prior to obtaining the lease, put them into habitable repair to the approval of the landlord's surveyor. By reason of the age of the external walls (not the party walls), the walls in question have been condemned.

The landlord is not liable to do the repairs, or, it would seem, to bear the cost. The lessee is not liable to do the repairs by the terms of the lease, but being the owner, the Metropolitan Board of Works can require him to do the repairs or fix him with the cost thereof. Probably but for the attention of the Metropolitan Board of Works having been called to the condition of the walls, they might have lasted the length of the lease, but this is, of course, a matter of speculation. The lessee does not wish to give up his lease, and even if he did it is by no means clear that the landlord would accept it; hence it is that if the lessee wishes to retain his lease and to have premises of use to him, he must bear the expense of these repairs himself, which, but for the action of the Metropolitan Board of Works, the lessee would not have been required, and might not have found it necessary, to do.

I think this is a case of some hardship, and that if, as a matter of law, the lessee is not liable to his lessor to do repairs which he is required to execute by the Metropolitan Board of Works, the lessee ought to be entitled to be recouped his expenditure by the lessor. This remedy appears to be given in the case of party structures.

I think I am right in the view I take of the matter, but if not I shall be happy to have it corrected by those whose knowledge and experience are greater on the subject than mine.

This leads me to remark that I think in many respects the present form of lease—which, by the way, has, in recent years, been modified in some particulars—requires qualifying on several points.

I am not aware of any general precedent of lease which might be taken as containing covenants dealing with the same subject in different ways. For instance, how seldom is it that you see a lease containing a covenant that the landlord should do any kind of repair, or that he should have any right to enter on the premises, save for the purpose of taking a schedule of fixtures or a list of the dilapidations? Surely every landlord ought to have the right to show over the premises any person to whom, during the twenty-one years, he may wish to sell the property? Again, in unleases how seldom does the lessor reserve the right to do repairs if the lessee should omit to do them?

I recollect in your last review of "Prideaux's Precedents" you called attention to this defect in that otherwise very excellent book, and pointed out that it contained no general form of lease. Every day this matter becomes more important, since the more enlightened and more extensive knowledge possessed by solicitors enables them to advise their clients better than they used to do, and thus it has come to pass that the deficiencies of the old form of lease have become apparent.

There are few duties of more importance than for a solicitor carefully and fully to advise his client, whether lessor or lessee, in granting or accepting a lease.

I think that this duty is too often inadequately performed, and I think that the profession are in many respects fortunate that they escape the consequent liability.

We are all assumed to know the law, but I think it has been certainly wise for the community, and perhaps not less wise for the solicitor, that the respective rights of lessor and lessee have not always been fully understood and acted upon.

A SUBSCRIBER.

#### INSURANCES ON UNFINISHED BUILDINGS.

[To the Editor of the Solicitors' Journal.]

Sir,—Finding that many builders, in effecting insurances upon unfinished buildings, omit to mention to the insurance company's agent that the property is unfinished, or, if they do mention it, fail to see that the proper clause is inserted in the policy, stating that workmen are still allowed on the buildings, it may be of use to members of the profession if they are reminded that in all cases where insurances are effected upon unfinished buildings, the fact that they are unfinished should be mentioned in the policy, and an extra premium paid to cover the period during which workmen are allowed upon the premises. Unless the policy is effected in this form, it will not be safe to assume that the insurance company cannot repudiate the risk.

O.

London, Nov. 18.

At the recent assizes Sir John Mellor, in addressing the grand jury, thus explained the reasons for, and mode of, his appointment to go circuit: "Had it not been that I was able to accept the proposal which the Lord Chancellor made to me, there would have been great difficulty in keeping all the courts at Westminster open. Most unexpectedly I was asked by the Lord Chancellor whether I would undertake the duties which are here light, but in other parts of the circuit are extremely onerous; he stating that it would be a service to the public if I would undertake to do it. I received this message by telegraph. Of course I had no alternative, not being able to plead serious illness, but to say I would do anything my health and strength would permit for the public service."

In the case of the Belfast Central Railway Company against the Great Northern Railway Company of Ireland, the Railway Commissioners have decided to sit in Belfast to hear the case.

#### CASES OF THE WEEK.

**FRAUD ON BANKRUPT LAW—CASSIO BONORUM**—In a case of *Ex parte Brooks*, before the Court of Appeal on the 11th inst., it was attempted to set aside a payment which had been made by a bankrupt to one of his creditors, on the ground that it amounted to a *cassio bonorum* in favour of a certain number of his creditors, and that it fell within the principle of the decisions of the Court of Appeal and the House of Lords in *Tomkins v. Saffery* (25 W. R. 218, 28 W. R. 62, L. R. 4 Ch. D. 565, 3 App. Cas. 213). In the particular case the court held that there had been no such *cassio bonorum* as was suggested, and that *Tomkins v. Saffery* did not apply. But JAMES, L.J., said that he did not wish to put any limit on the decision in *Tomkins v. Saffery*. He should be sorry to say that anything like an assignment of trade assets in trust for trade creditors, or of private assets on trust for private creditors, or of English assets on trust for English creditors, would be permitted to stand. But it was impossible to say, having regard to the facts of the present case, that there had been anything like a private bankruptcy, liquidation, or composition.—SOLICITORS, R. W. Marsland; Gregory, Rouscliffes, & Co.

**BILL OF SALE—STATEMENT OF CONSIDERATION—BILLS OF SALE ACT, 1878, s. 8.**—In a case of *Ex parte The Charing Cross Advance and Deposit Bank*, before the Court of Appeal on the 11th inst., the question arose whether the consideration for a bill of sale of chattels had been set forth in it as required by section 8 of the Bills of Sale Act, 1878. The deed purported to be given to secure a loan of £120 made by the grantees to the grantor, and in the operative part the deed was expressed to be made in consideration of £120 paid by the grantees to the grantor on its execution, the receipt of which sum the grantor thereby acknowledged. In fact only £90 was paid to the grantor, £30 having been retained by the grantees for "interest and expenses." The execution of the deed by the grantor was attested by a solicitor, the attestation clause stating, in compliance with section 10 of the Act, that before its execution the effect of the deed was explained by him to the grantor. The attestation clause was at the foot of the deed, and immediately after it there came a receipt for £90, signed by the grantor, which stated that the £90, "together with the agreed sum of £30 for interest and expenses," made up the sum of £120, "being the consideration money within expressed to be paid" by the grantees to the grantor. The deed was registered. The grantor afterwards became bankrupt, and Mr. Registrar Hazlitt declared the deed void against the trustee, on the ground that the consideration for it had not been stated in it so as to satisfy the requirements of section 8, and this decision was affirmed by the Court of Appeal (JAMES, COTTON, and LUSH, L.J.). It was urged on behalf of the grantees that the retention of the £30 by them was only a collateral arrangement between them and the grantor as to the application of a part of the consideration, and that, consequently, according to the decision of the Court of Appeal in *Ex parte The National Mercantile Bank* (28 W. R. 848, L. R. 13 Ch. D. 42, 23 SOLICITORS' JOURNAL, 504), it was not necessary that it should be stated in the deed. And it was further contended that the real transaction appeared in the attestation clause, which was a part of the deed. The court, however, said that the decision in *Ex parte The National Mercantile Bank* did not apply, because in that case the part of the nominal consideration which was retained by the grantor was retained in satisfaction of a debt existing independently of the transaction of loan, whereas in the present case the liability for "interest and expenses" arose out of the transaction of loan which the bill of sale completed and rendered effectual. Such a retainer by the grantor was the very thing intended to be prevented by the Act. And the court held that the receipt could not be looked at as supplementing or correcting the statement in the deed. It was not necessary that there should be any receipt, and moreover as it followed the attestation clause, the statement in that clause, that the effect of the deed had before its execution been explained by the solicitor to the grantor, could not apply to the receipt, and therefore section 10 had not been complied with.—SOLICITORS, J. E. Betts; C. A. Swaine.



**PRINCIPAL AND AGENT—COMMISSION AGENTS—PROCEEDS OF SALE OF GOODS—ACCOUNT.**—On the 15th inst. the Court of Appeal (JAMES, COTTON, and LUSH, L.J.J.) affirmed the decision of JESSEL, M.R., in the case of *Kirkham v. Peel* (38 W. R. 941). The question was whether the defendants, to whom the plaintiff had consigned goods on commission for sale by them in India, they making him an advance of eighty-five per cent. on receipt of the goods, were bound to account to the plaintiff, not only for the prices at which the goods were sold by them, and the amounts received by them from the purchasers, and the sums allowed for commission and other outgoings, but also for their application of the proceeds realized by the sale of the plaintiff's goods in India, including an account of the purchase with these proceeds of any produce, and of the amounts realized by the sale of such produce. The plaintiff alleged that the moneys realized by the sale of his goods belonged specifically to him, and that the defendants were trustees of them for him, and that he was entitled to any profits which the defendants had made by purchasing goods in India with these moneys, and afterwards selling these goods in England. The court, however, held that the relation of trustee and *cestui que trust* had not been created, and that the defendants were entitled to treat the moneys which they received from the sale of the plaintiff's goods as their own, being only liable to account to him for the balance of the proceeds of his goods, after deducting the advances which they had made to him.—SOLICITORS, *Bower & Cotton; Milne, Riddle, & Mellor*.

**POWER OF APPOINTMENT—EXERCISE BY WILL—DEATH OF APPOINTEE BEFORE TESTATOR.**—In a case of *Sperling v. Rochfort*, before the Court of Appeal on the 5th inst., a question arose as to the effect of an appointment by will of real estate to the testator's executors, on trust for another person absolutely, in exercise of a general power of appointment by will, the beneficial appointee having died before the testator. The question was whether the appointed estate passed, as in default of appointment, under the instrument which had created the power, or whether it became part of the general estate of the appointor. MALINS, V.C., held that the presumption, which would have arisen in the case of an appointment of personal estate to the appointor's executors on trust for a beneficiary, that the appointor intended to make the fund part of his general personal estate in the event of the failure of the trust by the death of the beneficiary, did not arise in the case of real estate, and that the appointment had consequently failed, and the property passed under the instrument creating the power. This decision was reversed by the Court of Appeal (JESSEL, M.R., and JAMES and COTTON, L.J.J.), who held that there was no reason for making any such distinction between real and personal estate. The testator by exercising the power had shown an intention of defeating the original settlement and making the property his own. And, the trust having failed by the death of the beneficial appointee before the testator, there was a resulting trust, not for the original settlor, but for the appointor, and the property formed part of his general estate.—SOLICITORS, *E. J. Richards; Milne, Riddle, & Mellor*.

**ADMINISTRATION ACTION—COSTS—"TESTAMENTARY EXPENSES."**—In a case of *Young v. Dolman*, before the Court of Appeal on the 8th inst., a question arose as to the effect of a direction by a testator that his "testamentary expenses" shall be paid out of a particular fund. The testatrix in the case had by her will created two residues of her estate, the one consisting of impure, the other of pure personality. Out of the latter she had made bequests to charities, and she had directed that out of the former should be paid her debts and funeral and testamentary expenses, and legacy and succession duties. The action was brought by the person interested (subject to the charitable gifts) in the pure personality against the executor and trustees, for the administration of the estate. HALL, V.C., held that the action had been properly brought, and by his order on further consideration he declared that by virtue of the will the costs of the action were charged upon and payable out of the impure personality in exoneration of the pure personality, and ordered the costs of all parties to be paid accordingly out of the impure personality. The executor was the person beneficially

interested in the impure personality, so that the effect of the order was to make him pay the costs of the action. He appealed from the declaration and consequent order as to the payment of the costs. Upon the hearing of the appeal, the argument turned to a great extent upon the effect of the decision of the Court of Appeal in *Miles v. Harrison* (22 W. R. 341, L. R. 9 Ch. 316); the cases which have since followed it, such as *Harloe v. Harloe* (23 W. R. 789, L. R. 20 Eq. 471); *Penny v. Penny* (23 SOLICITORS' JOURNAL, 463, L. R. 11 Ch. D. 440); and *Sharp v. Lush* (27 W. R. 528, L. R. 10 Ch. D. 468). It was said on the one side that the action had been improperly brought, and that *Miles v. Harrison* did not lay down the rule that the costs of an administration suit are necessarily included under "testamentary expenses," where a testator has directed that such expenses shall be payable out of a particular part of his estate, without regard to the question whether the suit has been properly instituted. On the other side it was said that, even if the action had been improperly brought, which was denied, yet, having regard to the direction in the will, the costs of the action must, according to *Miles v. Harrison*, be charged on the impure personality. The court (JAMES, COTTON, and LUSH, L.J.J.) affirmed the decision of the Vice-Chancellor. During the argument JAMES, L.J., suggested that, if an action was brought for the administration of a testator's will or for the clearing of his estate from debts, the costs of it would be properly "testamentary expenses," but that if it was in substance a personal action against the executor or trustee to compel him to account for an alleged non-feasance or to make good an alleged misfeasance, the costs of it would not be "testamentary expenses," but ought to be paid either by the plaintiff or the defendant, and not thrown upon the owners of the estate. And in giving judgment JAMES, L.J., said that he understood the effect of the decision in *Miles v. Harrison* to be that "testamentary expenses" would include the costs of such a reasonable and proper administration suit as would, in the absence of any direction by the testator, have been ordered to be paid out of his general residue. If the action was an improper one, the costs of it ought to have been ordered to be paid by the plaintiff personally, and the Vice-Chancellor having found that the action had been properly brought, in this view of the case the appeal was one for costs only. But so far as the facts had been brought before the court, his lordship saw no reason for differing from the Vice-Chancellor. If other persons had been interested in the impure personality, it might have been a matter for consideration whether the defendant ought not to have been ordered to pay the costs personally, the action having been caused by his own improvident dealing with the fund. It was not necessary, under the circumstances, to decide whether the action was one, the costs of which ought, according to the authorities, to be thrown upon the particular fund indicated by the testator. COTTON, L.J., agreed that it was not necessary to decide whether the words "testamentary expenses" would include the costs of such an action as this, and that *Miles v. Harrison* did not decide that they would. That case was really only a decision that, by virtue of the particular will, the pure personality was exempted, not only from the payment of debts and legacies, but also from testamentary expenses. He agreed with the Vice-Chancellor, on the ground that in the present case the testator had expressed an intention that the impure personality was to be treated as if it had been general residue. JAMES, L.J., added that it must not be supposed that the court in any way acceded to the suggestion that, because a testator had directed that his testamentary expenses should be paid out of a particular fund, anyone might get the costs of any administration suit whatever out of that fund.—SOLICITORS: *E. H. Biggin; Chas. Gasquet; Hare & Fell*.

**PARTICULARS OF DEMAND—COMMON LAW ACTION FOR MONEY.**—In a case of *Augustinus v. Nerinckx*, before the Court of Appeal on the 5th inst., a question arose as to the power of the court to order a plaintiff to give particulars to the defendant of his claim against him. The statement of claim in the action, which was brought in the Chancery Division, alleged that the defendant's testator, one G., had advanced moneys to one Crispin to enable him to carry on a litigation, and that G., being unable to supply all the money required by Crispin, applied

to A., the plaintiff's testator, to supply the further sums required, there being an arrangement between A. and G. that all sums contributed by them and lent to Crispin should be treated as a joint transaction, and that the money should be repaid to the lenders, respectively, when Crispin should establish his claim to the property in respect of which he had brought his action. The plaintiff further alleged that A. in pursuance of this arrangement, during the course of Crispin's action, from time to time contributed sums of money for the purpose of their being lent to Crispin, and that the total amount thus contributed up to the time of G.'s death was about £27,000. The plaintiff alleged that the defendant had recovered judgment against Crispin for £11,465 in respect of loans made to him by G., and that in Crispin's action a sum of consols had been carried over to a separate account in the defendant's name in satisfaction of the debt of £11,465. The plaintiff claimed a declaration that the sums advanced by G. to Crispin were transactions in which G. and A. were interested as partners; that the amounts contributed by them respectively might be ascertained; that it might be declared that the plaintiff was entitled jointly with the defendant to the benefit of the judgment against Crispin, and to a proportion of the stock standing to the defendant's credit; or that the defendant was a trustee of the judgment for the plaintiff to the extent of A.'s contributions, and that they might be paid out of the fund standing to his credit. On the defendant's application, Pollock, B., as Vacation Judge, ordered the plaintiff to deliver to the defendant an account in writing, with dates and items, of the particulars of the sum of £27,000 mentioned in the statement of claim. This order was discharged by the Court of Appeal (JESSEL, M.R., and JAMES and COTTON, L.JJ.). JESSEL, M.R., said that when an action, though brought in the Chancery Division, was really what would be before the Judicature Act have been a common law action for a money demand, an order for particulars might be made now in the Chancery Division just as it would formerly have been made by a common law court. But where, as in the present case, the action was really a chancery action for an account, such an order would not be made.—*SOLICITORS, G. S. & H. Brandon; Keighley, Shea, & Bevan.*

**COMPANY—PREFERENCE SHAREHOLDER—DIVIDEND PAYMENT OUT OF CAPITAL—PROFITS OF PARTICULAR YEAR.**—In a case of *Dent v. London Tramways Company*, before the Master of the Rolls on the 16th inst., the plaintiff, who sued on behalf of himself and all other preference shareholders in the company, claimed a declaration that he was entitled to be paid a dividend in full for the half year ending the 31st of December, 1878. According to the terms of the special resolution under which the preference shares were issued, they were to bear a perpetual dividend of six per cent. per annum over the ordinary shares of the company, "dependent upon the profits of the particular year only." The company, prior to 1878, had improperly dealt with their funds, and had paid dividends to their ordinary shareholders, instead of expending the amount in repair and renewal of their tramways. In March, 1879, in an action of *Davidson v. Gillies*, JESSEL, M.R., restrained the directors from paying the ordinary shareholders any dividend, on the ground that it was a payment out of capital. From a report of certain accountants, it appeared that the company had made a net profit in the year 1878 of more than sufficient to pay the interest on the preference shares. For the company it was contended that the preference shareholders were no more than the ordinary shareholders entitled to any dividend, and that the dividend should go to recoup the amounts that should have been previously expended. JESSEL, M.R., was of opinion that, according to the bargain made with the company, the preference shareholders were dependent for their dividends on the profits of each particular year only. If no profits were made in one year, and in the next the company made twelve per cent., they would still only be entitled in that year to their six per cent., and they were, so to say, co-adventurers with the ordinary shareholders for each particular year. Looking at the report of the accountants, he was of opinion that there was during the year 1878 an amount of profit fairly earned more than sufficient to pay the preference dividend in full, and that

that profit was properly estimated by taking the surplus of receipts over expenses, and by returning the capital to the state in which it was at the beginning of the year. He could not accede to the suggestion that because the ordinary shareholders had been previously improperly paid certain amounts the preference shareholders were now to be mulcted to make good those amounts which were to be expended in the repair of the tramways. He must therefore make a declaration that the plaintiff was entitled to be paid the dividend for the 31st of December, 1878, out of the profits of that year.—*SOLICITORS, King & Peto; Harrison, Beal, & Harrison.*

**COMPANY—FORFEITURE OF SHARES—POWERS OF DIRECTORS—REDUCTION TO LESS THAN QUORUM.**—In the case of *Re Alma Spinning Company*, before the Master of the Rolls on the 15th inst., a summons was taken out by the liquidator of the company for a declaration that one Bottomley was not entitled to be registered as the holder of 250 shares in the company, and that the assets might be dealt with as if such shares had been forfeited. In 1877, Bottomley was the registered owner of 250 shares in the company, and was also a director. In October, 1877, a resolution for the liquidation of his affairs by arrangement was passed and a trustee appointed. The assets of the company were then of little value, but, on the 16th of October, 1878, a fire took place of the property of the company, and the insurance moneys produced sufficient to enable a return to be made to the shareholders, and in December, 1878, a resolution for the voluntary winding up of the company was duly passed. Shortly after Bottomley's liquidation the directors of the company called upon him and his trustee to pay some calls on the 250 shares, and subsequently, in consequence of the non-payment of the calls, they forfeited the shares under certain clauses of the company's articles of association. By other clauses of the articles it was provided that the business of the company should be conducted by not less than five, or more than seven, directors, and that a director should vacate his office if he held less than twenty shares, or if he became bankrupt or insolvent. At the date of Bottomley's liquidation there were only five directors, including himself, and the vacancy caused by his insolvency had not been filled up, but by some informal proceedings, altering the articles, the directors had purported to reduce the minimum of the directors to three. It was contended by the respondent that the proceedings forfeiting the shares were null and void, as there were not sufficient directors to conduct the business of the company according to their articles. JESSEL, M.R., said that the meaning of the clause as to the number of directors was plain, and no argument of convenience could avail where, as here, the article was not doubtful or ambiguous. He could not, therefore, hold that the clause was directory only, and not binding. A maximum and minimum number of directors was fixed, and it was necessary that their number should always be between those limits. The directors, therefore, in his opinion, had not the power to make the calls or enforce them, and the forfeiture was accordingly null and void. The benefit of sharing in the assets could not, however, be allowed without the calls being first paid up. He therefore dismissed the summons, the respondent undertaking to pay the sum demanded by the liquidator in respect of the unpaid calls.—*SOLICITORS, Milne & Co.; Phelps, Sidgwick, & Biddle.*

**MUNICIPAL CORPORATIONS ACT, 1835, s. 52—DISQUALIFICATION OF ALDERMAN—COMPOUNDING BY DEED—DEBTORS ACT, 1869, s. 21—COMPOSITION WITH CREDITORS.**—In a case of *Aslatt v. Mayor and Corporation of Southampton*, before the Master of the Rolls on the 8th inst., a motion was made to restrain the defendants, the borough town council, from avoiding or declaring void the office of alderman of the borough held by the plaintiff, and from appointing or electing any successor to him and interfering with his rights and privileges as an alderman. The plaintiff in January submitted a proposition to his creditors for a composition on their debts, and this composition was accepted by a certain number of the creditors by a resolution and by a circular letter. The plaintiff did not execute any composition deed, and had not taken any proceedings under the Bankruptcy Act, 1869, for an arrangement or composition with his creditors. He had, however, executed a bill of sale in which he admitted, in cross-examination, that the consideration was

stated to be the finding of money for the purposes of his composition. The defendants had not taken any step to avoid the office until the 4th inst., when, in consequence of the death of another alderman, the mayor called a meeting of the corporation to be held on the 8th inst., at half-past two, to declare the office of alderman held by the plaintiff void, and to elect another alderman in the place of the gentleman who was dead, and for other business. The grounds upon which the defendants contended that the office was vacant were by virtue of the Municipal Corporations Act, 1835, s. 52, by which any alderman who shall "compound by deed with his creditors shall immediately become disqualified, and shall cease to hold the office of alderman, and the council shall forthwith declare the office to be void and signify the same," as therein provided. By the Debtors Act, 1869, the disqualification is extended to any person who has been declared bankrupt, or arranged, or compounded with his creditors under the Bankruptcy Act, 1869, whether by deed or otherwise. For the defendants on the motion it was argued that the plaintiff had in effect "compounded by deed" with his creditors, and that his case was, at all events, within the mischief intended to be prevented by the above disqualification. It was further argued that the Master of the Rolls had no jurisdiction to entertain the case, which should have been brought by some proceeding in the Queen's Bench Division. JESSEL, M.R., said that the case was one of great importance, and he should have been glad if it had been possible to have had further time to consider the point. As the meeting had, however, been called for that day, he was compelled to decide it at once, and his decision must, to a great extent, be a final one under the circumstances. If any miscarriage did occur, the defendants were only to blame for not having brought the matter to an issue previously. In his opinion, what the plaintiff had done was not a "composition by deed" within the meaning of the Municipal Corporations Act, 1835, s. 52, and it could also not be said to be an arrangement or composition under the Bankruptcy Act, 1869. He was bound, as the sections were penal, to construe them strictly, and whatever he might think was the spirit of the Acts in question, technically the plaintiff was not liable to the penalties imposed thereby, and he had not therefore ceased to hold office, and the defendants were not justified in impeding him in the exercise of his duties. He was further of opinion that, whatever power the old Court of Chancery might have had in a case like the present, he now had ample jurisdiction, under section 25 of the Judicature Act, 1873, to grant an injunction in all cases for the protection of a legal right or the prevention of a threatened wrong, where it was "just and convenient" so to do. He also thought that this action was not one of those assigned to the Queen's Bench Division, and, even if it had been, he still considered that he had jurisdiction to interfere where, as here, his interference was imperatively demanded, and where, if he refused to hear the application, it would, in effect, be a denial of justice. He therefore granted an injunction restraining the defendants from avoiding the office of alderman, and from interfering with the plaintiff in his duties and privileges thereof. By consent this injunction was made perpetual, with costs.—SOLICITORS, Stocken & Jupp; Walker, Belward, & Whitfield.

**POOR RATE—ASSESSMENT—LAND USED FOR A PLANTATION OR A WOOD—RIGHTS OF SPORTING.**—In a case of *Eyton v. Overseers of Mold*, which came before the Queen's Bench Division on Saturday last, on a special case by way of appeal against a poor rate, the question raised was whether in rating land used for a plantation or a wood, and not for the growth of saleable underwood, but used also as a game preserve, the right of sporting which remained in the occupier and owner could be taken into account in the assessment value. Counsel for the appellant contended that, as before 37 & 38 Vict. c. 54, such woodland was not rateable, section 11 of that Act must be strictly construed; that under sub-section (a), where land is used only for a plantation or a wood, the value is to be estimated as if the land were let and occupied in its natural and unimproved state; and that in estimating its value in the natural and unimproved state a right of sporting ought not to be included; and that the word "only" did not exclude the use of the land for sporting, but was meant to exclude the other uses of the land mentioned in the same section, in sub-sections (b) and (c), as for saleable underwood. The court (FIELD and MANISTY, JJ.) held that the general principles of

rating required the sporting rights to be assessed unless the Act expressly provided otherwise, which they held, negating the appellant's contention, it did not. They therefore gave judgment for the respondents.—SOLICITORS, Simpson, Hammond, & Co., for Kelly & Keene, Mold.

**PRACTICE—COSTS—CLAIM WITHIN ADMIRALTY JURISDICTION OF COUNTY COURT—31 & 32 VICT. c. 71, ss. 3, 9.—JUDICATURE ACT, 1873, s. 67—JUDICATURE ACT, 1875, s. 33, SUB-SECTION 2—ORDER 55.**—In the case of *Tennant v. Ellis*, before the Queen's Bench Division on November 15, the question was raised in an action within the county court admiralty jurisdiction brought in the High Court and tried before a judge and jury, whether the plaintiff, in the absence of a certificate of the judge is deprived of his costs under sections 3 and 9 of 31 & 32 Vict. c. 71 (the County Courts Admiralty Jurisdiction Act, 1868), as he would have been before the passing of the Judicature Acts, or is entitled to them under Ord. 55, as interpreted in the recent decision in *Garnett v. Bradley* (26 W. R. 698, L. R. 3 App. Cas. 944), which practically decided that under section 33, sub-section 2, of the Judicature Act, 1875, all Acts inconsistent with order 55 as to costs were repealed, subject of course, as stated in order 55, to the provisions of the Act, section 67 of which (i.e. the Judicature Act, 1873) applies certain sections, 5, 7, 8, and 10, of the County Courts Act, 1867, to actions and proceedings in the High Court, but there is no similar provision relating to sections 3 and 9 of the County Courts Admiralty Jurisdiction Act, 1868. The plaintiff here had recovered £73, the full amount claimed in a claim within sub-section 3 of section 3 of the latter Act, which section enables the county court to give relief where such claim does not exceed £300. The master had refused to tax. The court (FIELD and MANISTY, JJ.) made the order upon the master to tax the plaintiff's costs, holding that the sections and order of the Judicature Acts cited were inconsistent with, and therefore repealed so much of, sections 3 and 9 of the County Courts Admiralty Jurisdiction Act, 1868, as would have deprived the plaintiffs of their costs in this action.—SOLICITORS, F. W. & H. Hilbery; Mark Shephard.

**REGISTRATION—Borough and County Votes—QUALIFICATION—REFORM ACT (2 WILL. 4, c. 45), ss. 25, 27.**—*Sanders v. Seanson*, which came before the Common Pleas Division on November 13, was an appeal from a decision of the revising barrister for the Northern Division of Northamptonshire. Since 1869 the respondent had occupied a piece of land at Peterborough, under Mr. Fitzwilliam, at a rent giving him a right to vote as a £12 occupier under the Representation of the People Act, 1867. Some years afterwards, the respondent took a house in Peterborough, under the same landlord, and having occupied it ever since, has a vote for the borough. After taking the house, the respondent took another piece of land in Peterborough, under the same landlord, which was also rated at more than £12. The two pieces of land are apart from each other, and both are more than a mile from the house occupied by the respondent, and in respect of which he votes for the borough. Each parcel was held at a separate rent, and it was admitted that a separate notice to quit would be required for each property. The appellant objected to the respondent's name being retained on the list of voters, on the ground that each of the pieces of land was occupied "together with" the house within the meaning of section 25 of the Reform Act, and that the respondent was thereby precluded from voting for the county. The respondent contended that his occupation of the two pieces of land was distinct from that of the house, and that he was entitled to a vote for the county. The court (GROVE, LANDLEY, and LOPES, JJ.), in affirming the decision of the revising barrister, were of opinion that the words "together with" did not mean contiguity of situation, nor at the same time, but under one occupation, as when a garden is attached to a house in which the voter lives. They considered that the two pieces of land in this case were held distinct from the house, and entitled the respondent to a vote for the county. The appeal was dismissed with costs.—SOLICITORS, Clark, Hawkins, & Clark, for Perceval & Son.



## CASES BEFORE THE BANKRUPTCY REGISTRARS.

Before Mr. REGISTRAR BROUGHAM (acting as Chief Judge).

Nov. 11.—*Ex parte Stuart, Re Hargrave.*

Where a resolution for liquidation by arrangement has been brought into the office and filed, the court will not allow a creditor to sign it, notwithstanding the fact that the omission to sign has arisen through inadvertence.

This was an application on behalf of Mr. Wm. Stuart for leave to sign a resolution for liquidation by arrangement, which had been brought into the office and filed.

On the 6th of October the debtor presented a petition for liquidation under the 125th and 126th sections of the Bankruptcy Act, 1869. The first meeting of creditors took place at the Guildhall Coffee House, in the City of London, on the 5th of November, when Mr. Stuart attended the meeting as a creditor for £28 ls. 6d., and as proxy for Eliza Ward, a creditor for £168 6s. 8d.

Mr. Stuart stated in his affidavit that at the meeting he proposed a resolution for liquidation by arrangement and voted for it, but through inadvertence he omitted to sign, as he had to leave the meeting to attend another appointment while the other creditors were signing it. He now desired to sign the resolution on his own behalf, and as proxy for Eliza Ward.

The debtor's solicitor also deposed that he attended the meeting at which a resolution was passed by the creditors for liquidation by arrangement, and he was appointed to file such resolution. Mr. Stuart attended the meeting on his own behalf, and as proxy for Ward, and proposed the resolution, and voted in favour thereof, and was to have signed the same, but left in a great hurry. Saturday and Sunday intervened, and on Monday his clerk filed the resolution, and it was not then noticed that Mr. Stuart had not signed as promised by him.

It appeared that twenty-seven creditors, whose debts amounted in the aggregate to £910 14s. 4d., were present at the meeting, either personally or by proxy, and of these twenty-four, representing a total of £668, voted in favour of the resolution; but, without the vote of either Mr. Stuart or E. Ward, the resolution was lost, a sufficient statutory majority not being obtained. After the papers had been brought into the office and filed, it was discovered that the resolution had not been signed by Mr. Stuart, and he applied to the authorities to be allowed to sign, but the chief clerk (Mr. Penn), upon the authority of *Ex parte Thorne, Re Butlin* (21 W. R. 763, L. R. 8 Ch. App. 722), declined to allow him to do so.

*Brough, in support of the application.*—*Ex parte Thorne, Re Butlin*, is distinguishable, because in that case the creditors had voted against the resolution, and applied afterwards for leave to sign a resolution in favour of it. Here the creditor proposed the resolution, and the omission to sign has arisen through inadvertence. In *Ex parte Thorne* there were proceedings in bankruptcy pending, which is not the case here. He also cited *Re Wehner* (20 W. R. 199).

Mr. REGISTRAR BROUGHAM said he did not think he could make any order in this case. He thought the principle of *Ex parte Thorne* applied. No doubt the creditors in that case had voted against the resolution, but they changed their minds and desired to sign the resolution, and they accidentally omitted to do so before it was filed. James, L.J., said, "It would open the door to great fraud and serious inconvenience if, after the resolution had been taken to the office, any person might go in and ask to be allowed to sign his name to it." The application must be refused.

Solicitor, W. H. Marshall.

Before Mr. REGISTRAR BROUGHAM (acting as Chief Judge).

Nov. 13.—*Ex parte Beart, Re Mitchell.*

Injunction obtained *ex parte*, restraining a judgment creditor from proceeding under a writ of *elegit*, dissolved upon terms.

This was an application on behalf of Messrs. Robert Beart & Sons for an order that an injunction granted *ex parte* on the 3rd of November inst., restraining the applicants, and Mr. W. R. Huggins, and the sheriff of Essex from taking any further proceedings upon the judgments recovered by them against the debtor in the Exchequer Division of the High Court of Justice until after the 23rd inst., should not apply to,

or have any operation upon, a writ of *elegit* issued in an action in which the applicants were plaintiffs, and the liquidating debtor was defendant; and that, to that extent, the injunction should be discharged.

On the 29th of October, 1880, the applicants recovered judgment against Arthur Mitchell, then carrying on business as a builder, for the sum of £253 7s. 5d., and on the same day a writ of *elegit* was issued by the applicants, and lodged with the sheriff of Essex. Mr. T. W. Hemming, solicitor, and acting also as managing clerk to the solicitors for the applicants, in an affidavit used in support of the application, said the sheriff of Essex entered into possession, he believed, of the debtor's property on the 30th of October, under the writ of *elegit*.

On the 2nd of November, Mitchell presented a petition to the London Court of Bankruptcy for liquidation by arrangement, and on the following day the court appointed a receiver, and ordered that the applicants and W. R. Huggins, and the sheriff of Essex, should be restrained from taking further proceedings upon the judgments recovered by them until after the 23rd inst. On the 3rd the restraining order was served on the applicants, and also on the sheriff of Essex. The sheriff was also served with two notices of claim by A. H. McBean, dated the 3rd of November. Upon receipt of such notices the sheriff caused an interpleader summons to be issued, which was heard on the 11th, when the master stated that it was not in his power to adjudicate on the summons while the restraining order was in existence, and he adjourned the summons until after the expiration of the order.

Notice had been given by the sheriff that the hearing and inquiry under the writ of *elegit* would take place at the Shire Hall, Chelmsford, on the 15th inst., and he had summoned a jury for that purpose; and the applicants alleged that if the inquiry was not held on that day, they would be put to the extra expense of paying the sheriff's officer during the time that he might continue in possession, and their title might also be injured by the delay. It further appeared that proceedings had been instituted by the applicants in the Chancery Division to enforce their judgment by obtaining equitable execution of the chattels real of the debtor.

*H. Tindal Atkinson*, for the applicants, contended that the injunction should not have been granted in its existing form, and he asked that, so far as it related to the proceedings under the *elegit*, it should be dissolved. *Ex parte Gourlay* (49 L. J. Bkcy. 23), showed that a creditor in the position of the present applicants was a secured creditor. Probably, if the actual facts had been brought before the registrar, the order would not have been made.

*Finlay Knight*, for the receiver.—The evidence in support of the application is insufficient, because the solicitor's clerk only states his belief that the sheriff seized on the 30th of October. The application is made nearly a fortnight after the injunction was granted, and it is therefore too late. *Ex parte Gourlay*, when before the Court of Appeal, stood over for further evidence in regard to the steps which had been taken under the writ. In the present case the receiver did not know what had been done under it except this, that the sheriff having received notice of claims by another person had taken out a summons to interplead.

Mr. REGISTRAR BROUGHAM said the only question was whether there had been a seizure by the sheriff. If the execution creditors had an imperfect title, the receiver objected to their making it perfect. The injunction would be dissolved upon an undertaking by the applicants not to proceed with the inquiry or to enforce their judgment by further proceedings in the Chancery Division until after the first meeting of creditors. There had been some delay in making this application, which was not altogether fair to the receiver.

Solicitors for the applicants, Remount, Poxley, & Grubbe, for Humblen & Son, Huntingdon.

Solicitor for the receiver, A. R. C. Oldman.

Before Mr. REGISTRAR PEETS (acting as Chief Judge).

Nov. 16.—*Ex parte Lovering, Re Simons.*

Assignment of book-debts by undischarged debtors to a surety for payment of a composition under section 28, and to another person, set aside, notwithstanding the fact that payments have been made by the assignees to the debtors subsequently to the resolutions for the purpose of enabling them to continue their business.

This was an application on behalf of the trustee under the liquidation of Caroline Simons and Victor Simons for a declaration that a deed of assignment, dated the 3rd of August, 1880, by which the debtors assigned to Alfred G. Allard and Fanny Nordon their book-debts, was void as against the trustee.

The debtors, who were tailors and outfitters, presented a petition for liquidation on the 14th of January last, and at the first meeting the creditors passed a resolution for liquidation by arrangement, and appointed Mr. J. F. Lovering trustee.

On the 28th of April, 1880, resolutions were passed by the creditors under the 28th section of the Bankruptcy Act, 1869, which provided (*inter alia*) that the trustee should be authorized to accept an offer made to him on behalf of the debtors to pay to each of their creditors a composition of 7s. in the pound on their debts, payable by four instalments of 1s. 9d. each in three, six, nine, and twelve months respectively from the 23rd of February; the whole to be secured by the promissory notes of the debtors, and the sum of £150 part of the fourth instalment, to be secured by the promissory notes of Mr. Alfred G. Allard. Victor Simons agreed to pay all costs, and the debtors undertook to provide the trustee with funds to satisfy any claim for rent and other preferential payments of the composition; and Victor Simons further agreed to pay to the trustee the sum of £30 weekly from the 23rd of February, 1880, until he should have paid to him a sum sufficient to satisfy the amount of the composition, and all costs, expenses, and preferential claims.

The resolutions further provided that on the failure to pay any one of such weekly payments for the period of ten days, the trustee should be at liberty to take possession of the assets and stock-in-trade; and they provided for the discharge of the debtors, and each of them, on the certificate of the trustee that V. Simons had, by weekly payments or otherwise, paid to him a sum sufficient to satisfy the composition and costs.

The first instalment of the composition was duly paid, but the subsequent payments were very irregularly made, and the trustee stated that at present the sum of £24 18s. 3d. only was in hand towards the second instalment. On the 9th of August Victor Simons had paid to the trustee the sum of £145 only since the payment of the second instalment, instead of £350 actually due, and on that day he took possession of the property of the debtors. He then found that by deed dated the 3rd of August, 1880, the debtors had assigned to A. G. Allard and Fanny Nordon all book-debts owing to them on account of their trade and business.

The deed recited that the debtors were indebted to A. G. Allard in the sum of £70, and to Fanny Nordon in the sum of £75, and that Allard was liable for the sum of £150. Allard in his affidavit stated that he had lent the £70 to the debtors to carry on their business, and £30 of the money went towards payment of the first instalment of the composition. Fanny Nordon had also lent £75 to the debtors, subsequently to the 16th of March last, to assist them in their business.

H. Reed, in support of the application, cited *Ex parte Cooper, Re Green*, (39 L. T. N. S. 260), where Bacon, C.J., held that the mere fact that the trustee had not taken the possession of the debtor's property for two months after the date of his appointment, but had allowed the debtor to continue trading as before, would not be sufficient to destroy his right to the property, notwithstanding that it has been sold by the debtor to a *bond fide* purchaser in the meantime.

F. C. Willis, for Allard and Nordon.—At the request of the debtors Allard agreed to become a surety for them to the extent of £150, and he had given a promissory note for the money. This case was distinguishable from *Ex parte Cooper*, because the trustee had allowed the debtors to continue their business, and the respondents advanced the £145 to enable them to do so. It would be inequitable that the creditors should have the benefit of the money and the debts too.

Reed, in reply, cited *Troughton v. Gidley* (Amb. 630).

MR. REGISTRAR PEYTS said he was clearly of opinion that the deed should be set aside. The respondents had notice of the bankruptcy and of the resolutions, and they knew perfectly well that the property was vested in the trustee, and that the debtors had not obtained their discharge.

Application granted.

Solicitors for the trustee, *Phelps, Sedgwick, & Co.*  
Solicitor for the respondents, *Christmas*.

#### MARLBOROUGH STREET POLICE COURT.

A summons was taken out by a journeyman painter and house decorator against Mr. W. Pontis, a house decorator, of Euston-road. The case was before the magistrate on two separate occasions, and although the sum claimed was small, only £1 14s., it was understood to be a test case, and involved an important principle to workmen in several of the large industries.

Edward Lewis appeared for the complainant.

Kemp (barrister) for the defendant.

Oct. 30.—MR. MANSFIELD said the question was whether a workman who was sent by his employer to work in the country was entitled to work overtime, and be paid for so doing as of right. The question narrowed itself down to a point of law—namely, whether a custom had been established in favour of the complainant's claim. To establish a custom, certainty and universality were necessary. In his opinion no such custom had been established sufficient in point of law. It appeared that the gentleman for whom the work was done objected to the men working overtime; and he (Mr. Mansfield) regarded the employer as a middle man between the customer on the one hand and the workmen on the other, and as it was clear Mr. Pontis could not have charged his customer with the overtime, and the men could not look to Mr. Pontis as their employer for it, he therefore dismissed the summons; but, as he considered it a very fair question to have been discussed, he should not give any costs against the defendant.

Lewis said his client recognized the great attention paid by the magistrate to the case, but inasmuch as the point involved was of the greatest possible interest to thousands of men engaged in various industries of the country, they would desire to have the opinion of a superior court upon the case. He therefore asked to have an appeal.

MR. MANSFIELD asked whether the proper course would not be to ask him to state a case for the opinion of the court.

Lewis said that under the Employers' and Workmen's Act the magistrate was sitting as a court of civil jurisdiction, and the Act conferred upon him all the powers of a county court judge. If the case had been tried in a county court, the amount claimed being under £20, the leave of the judge to appeal would be necessary, and he submitted that the same state of facts applied in that court.

MR. MANSFIELD doubted whether the proper course was not to ask for a case, which he was quite prepared to grant if asked to do so.

Ultimately the summonses were adjourned for a fortnight to enable Mr. Lewis to consider what course he would pursue.

Nov. 13.—It was announced that no appeal would be brought.

Lord Justice Bramwell, in the course of the assizes, drew attention to a fact which has more than once been observed upon, that certain cases which might have been tried at quarter sessions had been sent for trial at the assizes. His lordship said that clerks of the peace should know that the gaol delivery at these assizes did not include prisoners who had been committed for crimes which came within the jurisdiction of the quarter sessions.

In *Lenoir v. Ritchie*, says an American journal, the Supreme Court of Canada—the highest tribunal in the Dominion—decided that the governments of the different provinces had not the power to appoint Queen's Counsel. The decision was rendered in such a way as to leave the question still involved in considerable doubt, and although some leading barristers whose commissions as Queen's Counsel were derived from provincial governments doffed their silk gowns and again put on the stuff, there were many eminent lawyers who persisted in maintaining the validity of the provincial appointments. Matters have been in this state for some time, but at last the Government of the Dominion has passed an Order in Council, nominating a number of Queen's Counsel. Most of these had already acquired the title from provincial authority, but it is considered that the effect of the order will be to settle the vexed question once for all.

## SOCIETIES.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, November 10, the following directors being present: Messrs. Asker (of Norwich), Brook, Hedger, Keen, Pennington, Pidcock (of Woolwich), Rickman, Roscoe, Smith, Veley (of Chelmsford), Walters, and Woolbert; Mr. Eiffe (secretary). A sum of £450 was distributed in grants of relief among necessitous members of the profession and their families; thirteen solicitors were admitted members of the association; Mr. John Lewis (of Wrexham) was elected chairman of the board for the current year, and Mr. Philip Rickman, deputy-chairman; and other general business was transacted.

## LIVERPOOL INCORPORATED LAW SOCIETY.

The report of this society refers, among other subjects, to the following:—

*Civil Assize Arrangements for Lancashire.*—The committee have not relaxed their endeavours to obtain for Liverpool increased facilities for the trial of civil causes. In November last a letter was addressed by this committee, jointly with the Manchester Law Association, to Lord Beaconsfield, reiterating the complaints and arguments which have so frequently been brought under the notice of different members of the Government. Lord Beaconsfield replied that (when more time had been given to observe the effects of the recent legislation) in case it should still be found that the present staff of judges was inadequate, steps would be taken by her Majesty's Government to provide a sufficient number of judges to do the work of the assizes in the manner suggested by the committee. Having regard to the change of Government in the spring, the committee found it impossible to press this matter during the short and busy session of Parliament which followed. With the view, however, of bringing it forward during the ensuing session they have prepared a pamphlet reviewing the whole question. Sir Henry James' speech to the House of Commons delivered on the 21st of March, 1879, with the debate that ensued, and also the leading article on this subject which appeared in the *Times* of the following day have been added as appendices. Your committee believe the suggestion made by Sir Henry James of having one of the judges of the High Court constantly sitting in Liverpool, Manchester, Leeds, and one of the Midland towns to be the best solution yet proposed of the question, and they recommend a perusal of his speech and the figures adduced by him in support of it to careful consideration. The pamphlet has been circulated among chambers of commerce and the law societies of the country. A copy was also transmitted to the present Lord Chancellor, with a letter from the president of the society, asking his lordship to receive a deputation from this society and the Manchester Law Association. The pamphlet, with a letter from the president, has also been sent to the Home Secretary, the Attorney and the Solicitor General. A copy of the Lord Chancellor's reply is set out in the appendix.

[The following is the reply:—"The Lord Chancellor will give his careful attention to the views expressed in your communication, and will be glad to receive any further expression of the opinion which the Incorporated Law Society of Liverpool may think it desirable to place before him on the wide subject of the administration of the civil business of the country; but whilst, in the meanwhile, the Lord Chancellor does not contemplate interfering with existing arrangements at Liverpool, his lordship does not think it necessary to trouble a deputation to attend before him to express what he is prepared to consider attentively, if made in writing."]

The committee have great hopes that inasmuch as several members of the Judicature Commission, which recommended many of the changes and advantages for which the committee are contending, are now in office, and have as colleagues other gentlemen who in Opposition advocated similar proposals, the long-deferred right of the populous districts of England to better judicial administration will be at length acknowledged.

*Appeals from Magistrates' Decisions.*—The attention of the committee was directed to the fact that on appeals from the Liverpool magistrates' decisions the bench were represented by their clerk, who is not a solicitor; the town clerk, on the invitation of the committee, conferred with them on the matter, and ultimately the bench arranged that in future appeals the magistrates should be represented by the town clerk.

*Poundage and other Fees in Admiralty and other Divisions of the High Court.*—The committee have given much consideration to the unequal incidence of some of the fees charged in the Admiralty Division, which are at different rates, or do not exist in the other divisions of the High Court. In admiralty a fee of ten shillings is paid for each witness examined, and poundage at the rate of ten shillings per cent. is deducted from all moneys paid out of court. No such fees are found in any other division; in actions for limitation of liability by shipowners, where the amounts paid into court are very large, the poundage is very oppressive upon the suitor, and would not be payable if the suit were brought in the Chancery Division. Again, there is the charge of £3 10s. per cent. for taxation of costs on the higher scale, which operates unfairly against suitors in the Admiralty Division on account of the large fees to counsel, and payments to be made arising from the detention of witnesses ashore. At the same time the committee considered the case of *Armitage v. Elworthy* (WEEKLY REPORTER, July 13, 1879, confirmed on appeal by Lords Justices, November 5, 1879), in which a suitor in the Chancery Division paid £698 6s. on taking the accounts in an administration suit instead of £1 as heretofore. The committee were of opinion that the subject was eminently one for the Law Society of the United Kingdom, and the matter was therefore brought before the council of that society, who addressed a very able and argumentative letter on the subject of the fees in admiralty to Sir James Hannen. Sir Robert Phillimore was also communicated with.

The reply was not considered by the council altogether satisfactory, and it was referred back to the special committee.

The committee are waiting to hear the result of the special committee's deliberations.

*District Probate Registrars acting Professionally in Private Business.*—In the early part of the year the secretary of the Law Society of the United Kingdom submitted the report of the special committee of that Society on the subject of district probate registrars acting professionally in private business and seeking the views of this society on the desirability of the continuance of the present practice.

The committee replied that they considered it was desirable that steps should be taken to prevent district registrars who are not solicitors from practising at all in probate business, and to prevent registrars who are solicitors from practising in probate cases in their own district in any but common form business.

The committee were of the opinion that the practice of district probate registrars undertaking the common form business in their own registries is a great convenience to non-resident practitioners, and that it is desirable to retain this practice provided that the registrar be a solicitor.

The committee sent a deputation to the meeting of the Associated Provincial Law Societies, held in London, on May 6, 1880, at which this and other subjects of great importance to the profession were discussed. The above resolution of the committee was in effect confirmed, but the meeting added that the district registrars should receive and return papers, and settle forms sent to them by post, free of all charge.

On the motion of Mr. Lowndes, one of the deputation from this society, it was unanimously resolved that these resolutions be communicated to Sir James Hannen, and that he be asked whether any objection existed to the application of this rule to the principal registry.

The committee are strongly of opinion that this facility should be accorded to country solicitors, and can see no reason why the practice which obtains in the provinces should not with equal advantage be applied to London.

*London Agents' Charges and Remuneration.*—This question, which is of deep interest to solicitors practising in the country, has been under the careful consideration of the committee. Complaints are frequently made that London agents charge in their bills for work which is done in the



country; and moreover, that while this is the custom in some offices it does not obtain in others. From inquiry made by the committee no fixed statement or tariff of charges appears to exist. The committee consider that it would be more satisfactory to all parties if a fixed uniform scale of agency charges and terms could be arrived at and universally adopted, and they have reason to believe that the London practitioners themselves as earnestly desire a revision of their present costs. The movement should, however, be as comprehensive as possible, and should not be applicable solely to Liverpool.

The whole subject is receiving the attention of the committee, and as soon as definite proposals are arrived at the Associated Provincial Law Societies will be asked to consider the matter.

*Unqualified Practitioners.*—The committee have taken into consideration the practice which is gaining ground in Liverpool of unqualified practitioners representing themselves or acting as solicitors. It is advisable in the interest of the public that this should be at once put a stop to, and a case has accordingly been laid before counsel to advise on the best course to adopt to effect this end, and generally on the matter.

*Summonses for Discovery, District Registries, Chancery Division.*—The committee, through their president, have been in correspondence with the Lord Chancellor on the subject of the delay in drawing up and obtaining orders for summary discovery, and for taking accounts in the Chancery Division of the High Court when any point has to be referred to the judge. It is desirable that the practice which obtains in like instances in the Admiralty Division, where the judge forwards a minute of the order to the registrar and the order is forthwith drawn up, should be extended to the other divisions. The president has addressed the Lord Chancellor with a view to this reform.

*High Court of Justice.—Order for Reference.*—At the request of Mr. Bradley, the associate for the Northern Circuit, the committee have given careful consideration to a draft order of reference submitted by him for their approval. It has been thought more expeditious and convenient that in referring causes, either to an officer of the court or to any other party, a form of order to refer should be at hand in which it would be necessary simply to supply blanks. The draft was finally settled and approved and has in many cases been adopted.

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' DEBATING SOCIETY.

The weekly meeting of this society was held at the Law Institution on Tuesday last, Mr. Kirk in the chair. The following question was the subject for discussion: "A. is induced by fraud to purchase a portion of X.'s business and to enter into partnership with him. X. is at the time insolvent, and shortly after the commencement of the partnership files a petition for liquidation. A. obtains a judgment for rescission of the agreement and dissolution of the partnership, and then claims to be entitled, after satisfying the partnership liabilities, to a lien upon the whole partnership assets as against X.'s trustee under the liquidation. Is A. so entitled?" Mr. Spiers opened the question in the affirmative, and was followed by Mr. R. Todd in the negative. The following members also addressed the society: Mr. Carter, and Mr. Evans, in the negative, and Mr. Wright, Mr. Neale, and Mr. Barry, in the affirmative. Mr. Spiers replied, and on the question being put to the meeting, was decided in the affirmative by a majority of five, the votes being nine to four.

### UNITED LAW STUDENTS' SOCIETY.

The usual weekly meeting of this society was held on the 17th inst. at Clement's-inn, Mr. Jackson in the chair. The motion on the paper, "That the question of the property held by various corporations in trust for specific charities requires an immediate and searching investigation," was brought forward by Mr. MacLaren, who was supported by Messrs. Foy, Ashton Cross, Owen, Kittle, and opposed by Messrs. Collyer, Barren, and Donner. Mr. MacLaren replied, and upon a division, the motion was carried by a majority of forty-eight votes.

### MANCHESTER LAW STUDENTS' SOCIETY.

The third meeting of this society for the present session was held on Tuesday evening, the 16th inst., in the Law Library, Cross-street, when the chair was in the first instance taken by L. Stocks, Esq., solicitor. It was resolved that lectures by members of the legal profession in Manchester should be, if possible, arranged for alternate Tuesdays during the present winter, and the usual routine business being discharged, the chair was taken by A. Hopkinson, Esq., M.A., B.C.L., barrister-at-law. The question for debate was as follows:—"By a settlement dated June 19, 1878, A. grants land to B. in fee to the use of C. for life, remainder to the use of the first and other sons of D. (a bachelor) in tail, ultimate remainder to E. in fee. C. dies, leaving D., who is still a bachelor, him surviving. Is A., the settlor, entitled until D. has a son or dies without having had male issue?" (40 & 41 Vict. c. 33). Mr. Rycroft opened in the affirmative, and was followed by Messrs. Rayner, Sparrow, Hislop, Lowndes, and Hardman, whilst Messrs. Innes, Peacock, Butcher, and Winsor supported the negative contention. Mr. Rycroft having replied, and the learned chairman having summed up in an able manner, the question was decided in favour of the affirmative by twenty votes to seven for the negative. The thanks of the society to the chairman concluded the proceedings of the evening.

### CALLS TO THE BAR.

The undermentioned gentlemen were on Wednesday called to the degree of barrister-at-law by the Honourable Society of Lincoln's-inn:—Arthur Henry Gossett, M.A., Oxford, Fellow of New College; Martin Charles Sharp, M.A., Oxford; Alfred John Simpson, B.A., Oxford; George Earle Buckle, M.A., Oxford, Fellow of All Souls College; Robert Forsyth Scott, M.A., Cambridge, Fellow of St. John's College; James Parker Smyth, M.A., Cambridge, Fellow of Trinity College; Samuel Henry Leonard (Studentship in Jurisprudence and Roman Civil Law, C.L.E., Trinity Term, 1878; Lincoln's-inn Scholarship in Common Law, 1879), B.C.L. and M.A., Oxford, a Tancred Law Student; Frank Alexander Milne, M.A., Oxford; Louis Edward Raphael, B.A., Cambridge; George James Suckling, George Burgess Lancaster Woodburne, B.A., Oxford; George Abbott Streeter; William Henry Denys Aston-Lewis, M.A., Oxford; William Dunn Gainsford, University of London; and Joseph Renner Maxwell, B.A., Oxford, Esqs. At the Inner Temple the following gentlemen were called to the bar:—Edwyn Francis Scudamore Stanhope, Oxford; Klaas Fritzes de Vries; Galfird Henry James Tayleur, LL.B., Cambridge; Frederick Gage Heygate, B.A., Cambridge; Thomas Key Tapling, B.A., LL.B., Cambridge; Benjamin James Leverston, B.A., LL.B., Cambridge; John Philip Munster, London; Jiju Sanjo; Thomas Arnold Christian Hampson, B.A., Oxford; Henry Gordon Mackenzie, B.A., Oxford; Sydney Henry Shadbolt; John Mainwaring Brown, M.A., M.L., Cambridge; Reginald Jones, Cambridge; Charles Read Seymour, B.A., Oxford; Arthur Havelock East, B.A., LL.B., Cambridge; Robert Murray Lawes, F.R.G.S.; Herbert Pieton Morris, B.A., LL.B.; Francis Lowrey, B.A., Oxford; Frank Joseph Fisher; Henry Archibald Forman, B.A., Oxford; Frederick John Lewis, B.A., Cambridge; Arthur Joseph Coppinger, London; Arthur Pierre Poley, B.A., Oxford; Edward William Hansell, B.A., Oxford; Arthur Horatio Todd, B.A., Oxford; Charles Lionel Sanders; John Henry Peartree, B.A., London; Charles Harrington Scafe; Henry Conway Belfield, B.A., Oxford; Edward Balcombe Brown, B.A., Oxford; Sidney Adolphus Boyd, B.A., Oxford; and Francis Hamilton Mellor, B.A., Cambridge, Esqs. At the Middle Temple the following gentlemen were called to the bar:—John Watson Loxdale, B.A., Trinity Hall, Cambridge; Samuel Waller Cearn, Hertford College, Oxford; Francis Leicester Butler, B.A., St. John's College, Oxford; Alexander McMicking, B.A., Trinity College, Cambridge; Edward Armfield Marrow, B.A., LL.M., Trinity Hall, Cambridge; Thomas Dale Hart, B.A., LL.B., Downing College, Cambridge, and Whewell Scholar in International Law; Ulric Charlton; Herbert William Trenchard, B.A., University of London; William James Waugh; Ramsay Douglas Broadfoot, First Class Common Law Scholar; and Willie Grant, University of Madras, LL.B., Esq.

## LEGAL APPOINTMENTS.

Mr. WILLIAM COXWELL, solicitor and notary, of Southampton, Lyndhurst, and Lymington, has been elected Coroner for the Borough of Southampton, in succession to his father, the late Mr. Edward Coxwell. Mr. W. Coxwell had acted for several years as deputy-coroner. He was admitted a solicitor in 1870, and is also clerk to the New Forest Board of Guardians, Assessment Committee, and Rural Sanitary Authority, and perpetual registrar for the New Forest District.

Mr. WILLIAM HICKMAN, solicitor, of Southampton, has been elected an Alderman for that borough. Mr. Hickman was admitted a solicitor in 1854, and is in partnership with his son, Mr. William John Hickman. He is solicitor to the Southampton Harbour Board, and a magistrate for the borough.

Mr. FRANCIS ARTHUR JOHNS, solicitor, of Ringwood, Wimborne, and Bournemouth, has been appointed Registrar of the Fordingbridge County Court (Circuit No. 55), on the resignation of his partner, Mr. Edward Gordon Cox, who is one of the coroners for Hampshire. Mr. Johns was admitted a solicitor in 1868.

Mr. JOHN HENRY JONES, solicitor, and notary, of Gloucester, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Jones was admitted a solicitor in 1874, and is in partnership with Mr. Francis William Jones, the clerk of the peace for the city.

Mr. W. R. A. KIME, of 49, Bedford-row, has been appointed a Commissioner for taking Acknowledgments of Deeds, Affidavits, &c., for the States of New York, California, Maine, Ohio, Rhode Island, Providence Plantations, and Tennessee, and for the Commonwealths of Pennsylvania and Massachusetts; also a Commissioner for the Court of the Stannaries of Cornwall and Devon.

Mr. WILLIAM GODFREY NEWMAN, solicitor, of Southampton, has been appointed Under-Sheriff of the Town and County of the Town of Southampton for the ensuing year. Mr. Newman was admitted a solicitor in 1872.

Mr. JOHN BUCKLEY NORRIS, solicitor, of Eccleshall and Stone, has been elected Clerk to the Stone Board of Guardians, Assessment Committee, and Rural Sanitary Authority, and Superintendent Registrar, in succession to Mr. William Tym Middleton, deceased. Mr. Norris is an M.A. of Jesus College, Cambridge. He was admitted a solicitor in 1876, and is clerk to the county magistrates at Stone.

Mr. HENRY EDWARD ROBINS, solicitor (of the firm of Bradby, Robins, & Son), of Gresham House, Old Broad-street, and Southampton, has been elected Clerk of the Peace for the Borough of Southampton, in succession to Mr. Edward Coxwell, deceased. Mr. Robins was admitted a solicitor in 1873.

Mr. JOSEPH AYNLEY DAVIDSON SHIPLEY, solicitor (of the firm of Hoyle, Shipley, & Hoyle), of Newcastle-upon-Tyne, has been appointed Under-Sheriff of the Town and County of the Town of Newcastle-upon-Tyne for the ensuing year. Mr. Shipley was admitted a solicitor in 1862.

Mr. FREDERICK ODDIN TAYLOR, solicitor, of Norwich, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Taylor was admitted a solicitor in 1872.

Mr. THOMAS TAYNTON, solicitor, of Gloucester, has been elected an Alderman for that city. Mr. Taynton was admitted a solicitor in 1857.

Mr. MORGAN MATHIAS THOMAS, solicitor, of Tenby, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

## LAWYER MAYORS.

Mr. JOHN BLICK, solicitor, of Droitwich, has been elected Mayor of that borough for the ensuing year. Mr. Blick was admitted a solicitor in 1852, and he is clerk to the county magistrates, and secretary to the Worcestershire Chamber of Commerce.

Mr. GEORGE TRENCHARD CANNING, solicitor (of the firm of Canning & Kyrke), of Chard, has been elected Mayor of that borough for the fourth time. Mr. Canning is one of

the borough aldermen. He was admitted a solicitor in 1843, and is also clerk to the Chard Burial Board. His partner, Mr. Arthur Venables Kyrke, is registrar of the Chard County Court.

Mr. EDWARD DOUGLAS GODWIN, solicitor, of Winchester, has been elected Mayor of that city for the ensuing year. Mr. Godwin was admitted a solicitor in 1865, and is registrar of the Winchester County Court, and one of the city aldermen.

Mr. GEORGE DEVEREUX HARRISON, solicitor, of Welshpool, has been elected Mayor of that borough for the ensuing year. Mr. Harrison was admitted a solicitor in 1871, and is registrar of the Welshpool County Court, and clerk to the county magistrates, to the Poole and Forden Highway Boards, and to the deputy-lieutenants for Montgomeryshire.

Mr. RICHARD NICHOLAS HOWARD, solicitor, of Weymouth and Portland, has been elected Mayor of the Borough of Weymouth for the ensuing year. Mr. Howard was admitted a solicitor in 1855, and is coroner for the Isle of Portland, and clerk to the Portland Local Board.

Mr. EDWARD FREDERICK KELSEY, solicitor, of Salisbury and West Lavington, has been elected Mayor of the City of Salisbury for the ensuing year. Mr. Kelsey was admitted a solicitor in 1867. He is steward of the manor of West Lavington, and secretary and solicitor to the Salisbury Gas Company.

Mr. JOHN LEAK, solicitor, of Hull, has been elected Mayor of that borough for the ensuing year. Mr. Leak was admitted a solicitor in 1853. He is secretary and solicitor to the Hull Society for the Protection of Trade, and one of the aldermen for the borough.

Mr. CHARLES LUCAS, solicitor, of Newbury, has been elected Mayor of that borough for the ensuing year. Mr. Lucas was admitted a solicitor in 1870.

Mr. BENJAMIN MARSHALL, solicitor, of Barnsley, has been re-elected Mayor of that borough for the ensuing year. Mr. Marshall was admitted a solicitor in 1832, and is in partnership with Mr. James Ownsworth. He is one of the borough aldermen.

Mr. HENRY MONEY WAINWRIGHT, solicitor, of Dudley, has been re-elected Mayor of that borough for the ensuing year. Mr. Wainwright was admitted a solicitor in 1835.

## DISSOLUTION OF PARTNERSHIP.

WILLIAM LEY and JOHN CLARKE MOULD, solicitors, 61, Carey-street, Lincoln's-inn. Nov. 1.  
[Gazette, Nov. 12, 1880.]

## COMPANIES.

## WINDING-UP NOTICES.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

ANGLO-FRENCH BREWERY COMPANY, LIMITED.—Petition for winding up, presented Nov 9, directed to be heard before V.C. Hall on Nov 30. Taylor and Jaquet, South 44, Finsbury, solicitors for the petitioner.

NORMANTON IRON AND STEEL COMPANY, LIMITED.—Creditors are required, on or before Dec 30, to send their names and addresses and the particulars of their debts or claims, to Andrew Macredie, George 24, Sheffield. Jan 8 at 12 is appointed for hearing and adjudicating upon the debts and claims.

PALATINE HOTEL AND RESTAURANT COMPANY, LIMITED.—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to Thomas Sutton, Cooper st, Manchester. Dec 18 at 12 is appointed for hearing and adjudicating upon the debts and claims.

SOUTH DOROTHEA SLATE QUARRY COMPANY, LIMITED.—Creditors are required, on or before Dec 1, to send their names and addresses and the particulars of their debts or claims, to John Gascogn Ladbury, Queen st, Chesapeake. Dec 10 at 12 is appointed for hearing and adjudicating upon the debts and claims.  
[Gazette, Nov. 12.]

BRITISH EMPIRE NEWSPAPER COMPANY, LIMITED.—By an order made by V.C. Malins, dated Nov 5 it was ordered that the company be wound up, Hagden, Fenchurch avenue. Lime st, solicitor for the petitioners.

CITY OF ST. PETERSBURGH NEW WATERWORKS COMPANY, LIMITED.—By an order of V.C. Hall, dated Nov 5, it was ordered that the company be wound up. Young and Co, St. Mildred's ct, Foultry, solicitors for the petitioners.

**CO-OPERATIVE FOUNDRY AND BUILDERS' SUPPLY AND ADVANCE ASSOCIATION, LIMITED.**—By an order made by V.C. Hall dated Nov 5, it was ordered that the Association be wound up. Vernon and Co, Moorgate st, solicitor for the Petitioner

**HALL CEMENT AND LIME WORKS, LIMITED.**—By an order made by the M.R., dated Nov 8, it was ordered that the Works be wound up. Wood and White, Poultry, Agents for Thorp and Firth, Kingston-upon-Hull, solicitors for the Petitioners

**LANEWEAST LEAD MINING COMPANY, LIMITED.**—By an order made by V.C. Hall, dated Nov 5, it was ordered that the voluntary winding up of the company be continued. Brown, Basinghall st, solicitor for the petitioners

**MOSAIC TILE COMPANY, LIMITED.**—Petition for winding up, presented Nov 15, directed to be heard before the M.R., Nov 27. Gush and Phillips, Finsbury circus, solicitors for the petitioner

**OAKHAM COLLIERIES COMPANY, LIMITED.**—The M.R. has fixed Nov 29 at 12.30 for the appointment of an official liquidator

**OXFORD AND CAMBRIDGE TOILET CLUB, LIMITED.**—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their claims, to Mr. Williams, King st, Cheap-side. Saturday, Jan 8, at 11, is appointed for hearing and adjudicating upon the debts and claims.

**SILKSTONE AND DODSWORTH COAL AND IRON COMPANY, LIMITED.**—By an order made by V.C. Malins, dated Nov 5, it was ordered that the company be wound up. Pritchard, Englefield, & Co., Painter's Hall, Little Trinity lane, agents for Grundy, Kershaw, & Co., Manchester, solicitors for the petitioner

**VEON SLATE COMPANY, LIMITED.**—By an order made by V.C. Malins, dated Nov 5, it was ordered that the company be wound up. Miller and Miller, Sherborne lane, solicitors for the petitioner

**WIVELSCOMBE SLATE COMPANY, LIMITED.**—By an order made by V.C. Hall, dated Nov 5, it was ordered that the company be wound up. Newman, Stretton, & Hilliard, Cornhill, solicitors for the petitioners

**WILLIAM LEVETT AND COMPANY, LIMITED.**—Petition for winding up, presented Nov. 12, directed to be heard before V.C. Hall on Nov 26. Blagden, Fenchurch avenue, solicitor for the petitioner. [Gazette, Nov. 16.]

#### UNLIMITED IN CHANCERY.

**GREAT BRITAIN MUTUAL LIFE ASSURANCE SOCIETY.**—Petition for winding up, presented Oct 30, directed to be heard before V.C. Hall on Nov 19. Blagden, Fenchurch st, solicitor for the petitioners

[Gazette, Nov. 12.]

#### COUNTY PALATINE OF LANCASTER.

**LONGRIDGE MANUFACTURING COMPANY, LIMITED.**—By an order made by the V.C., dated Nov 9, it was ordered that the voluntary winding up of the above company be continued. Ascroft, Preston, solicitor for the petitioner

[Gazette, Nov. 12.]

#### FRIENDLY SOCIETIES DISSOLVED.

**FRIENDLY SOCIETY OF HALE, Childs o'Hale Hotel, Hale, nr Warrington, Lancashire.** Nov 16  
**WINGS OF FRIENDSHIP BENEVOLENT SOCIETY, Swan and Helmet Inn, Northampton.** Nov 9

[Gazette, Nov 12.]

## OBITUARY.

### MR. PILFOLD MEDWIN.

Mr. Pilfold Medwin, solicitor (the head of the firm of Medwin, Davis, & Sadler), of Horsham, died a few days ago at the age of eighty-seven. Mr. Medwin was the son of Mr. Thomas Charles Medwin, solicitor, of Horsham, his mother being a daughter of Mr. Charles Pilfold, of Effingham, Surrey, and he was born in 1793. He was admitted a solicitor in 1816, and he had practised for nearly sixty-four years at Horsham. He was originally in partnership with his father. He afterwards practised for many years alone, but more recently he was associated with Mr. Hammond Davis and with Mr. William Henry Sadler, the clerk to the Horsham Local Board. He was a perpetual commissioner for the county of Sussex, and he had a very extensive private practice. He was appointed assistant clerk of the Horsham County Court (Circuit No. 50) on the passing of the first County Courts Act. A few years later he became registrar of the court, and he held that office until his death. He was also steward of the manors of Horsham, Pulborough, Malport, and Shortfield, and solicitor to the Horsham and Crawley Building Society. Mr. Medwin was a first cousin of Percy Bysshe Shelley, with whom in his early life he was on terms of intimacy. He shared in his cousin's political views, and he had for many years been looked upon as the leader of the Liberal party at Horsham. Although Mr. Medwin was eighty-seven years of age, he had the full enjoyment of all his mental faculties. His illness lasted only a few hours, and he was engaged in business on the day preceding his death.

### LORD ORMDALE.

Mr. Robert Macfarlane, many years a judge of the Court of Session in Scotland under the appellation of Lord Ormdale, died at Hartridge House, Jedburgh, on the 3rd inst., in his seventy-ninth year. The deceased was the son of Mr. Parlane Macfarlane. He was born in 1802, and was educated at the University of Edinburgh. He practised for a few years as a writer to the signet at Edinburgh, and in 1838 he was admitted a member of the Faculty of Advocates in Scotland. He enjoyed for many years a good share of practice, and was for a short time an advocate depute. He was sheriff of Renfrewshire from 1853 till 1862, when he was appointed a Lord Ordinary, and assumed the honorary title of Lord Ormdale. In 1874 he became a member of the Second Division of the Inner House. He held that position until within the last few weeks, when he was compelled by the state of his health to retire upon a pension. Lord Ormdale was a deputy-lieutenant of Dumbartonshire. He was married to the daughter of Mr. James Greig, of Eccles, Berwickshire.

### MR. WILLIAM WALTER KING.

Mr. William Walter King, solicitor, of Tenterden and Cranbrook, died at the former place about a fortnight ago. Mr. King was the son of the Rev. Watson King, rector of Croxton, Lincolnshire. He was admitted a solicitor in 1876, and was for some time a clerk in the office of Messrs. Allison, of Louth. About three years ago he settled at Tenterden, having succeeded to the practice of Mr. John Stratton, and he had also an office at Cranbrook. Mr. King was vestry clerk of Tenterden pariah, and clerk to the governors of Curteis's Charity School. He was district agent to the Conservative party, and had a large practice in the local county courts. During his short professional career at Tenterden he had become very popular with all classes in the neighbourhood.

### MR. WILLIAM FOSTER.

Mr. William Foster, solicitor (of the firm of Wavell, Foster, & Wavell), died at Halifax on the 27th ult. Mr. Foster was admitted a solicitor in 1849, and had carried on business for over thirty years at Halifax. Soon after his admission he went into partnership with Mr. Edward Minson Wavell (who was formerly town clerk of the borough), and with Mr. Henry John Philbrick, and more recently Mr. Edward Minson Wavell, jun., the clerk to the Ovenden Local Board, was a member of the firm. He was formerly solicitor to the Halifax, Bradford, and Keighley Insurance Company, and the business of his firm was very extensive. He was for several years a member of the Halifax School Board, and he took an active interest in politics, having been for many years the principal local agent to the Liberal party. Mr. Foster was buried at the Halifax General Cemetery, the mayor and most of the members of the corporation, as well as several of the borough magistrates, being present at the funeral.

### MR. FREDERICK HAYNES MACCALMONT.

Mr. Frederick Haynes MacCalmont, barrister, died suddenly at Radley's Hotel, Southampton, on the 4th inst., from the effects of an overdose of chloral. Mr. MacCalmont was the son of the Rev. Thomas MacCalmont, vicar of Highfield, Hampshire, and he was cousin to Lord Cairns. He was born in 1846, and was educated at Eton and at Oriel College, Oxford. He was called to the bar at the Inner Temple in Easter Term, 1872, and he practised on the Western Circuit, and at the Hampshire, Portsmouth, Southampton, and Poole Sessions. He had been some years resident at Southampton, and took an active part in local and municipal business. He was for several years a member of the Southampton School Board, and of the council of the Hartley Institute, and he was also one of the borough aldermen. Before the last general election he had been selected as one of the Conservative candidates for Southampton, but he retired from the field in consequence of the death of his brother. Mr. MacCalmont's name was prominently before the public at the time of the Bravo inquest. He was an intimate friend of the deceased, and originated



the memorial to the Home Secretary which resulted in the Queen's Bench Division quashing the inquisition and ordering the exhumation of the body, and the holding of a fresh inquest.

#### MR. EDWARD COXWELL.

Mr. Edward Coxwell, solicitor and notary (the head of the firm of Coxwell, Bassett, & Stanton), of Southampton, died at his residence at Redbridge, Hampshire, on the 2nd inst. Mr. Coxwell was born in 1803, and was admitted a solicitor in 1828, and had practised for about half a century at Southampton. He was for many years in partnership with Mr. Robert Harfield, but more recently was associated with Mr. Robert Goodenough Bassett, the secretary to the Southampton Chamber of Commerce, and with Mr. Thomas Harrison Stanton. He was a notary public and a commissioner for taking affidavits in the Supreme Court of the Colony of Victoria, and he held many important public offices. He had been coroner for the borough of Southampton since 1835, but for several years his son, Mr. William Coxwell (who was admitted a solicitor in 1870), had acted as his deputy in that capacity. He had also been clerk of the peace for the borough, and clerk to the county magistrates at Lyndhurst, to the New Forest Highway Board, and to the New Forest Board of Guardians and Assessment Committee, and superintendent registrar for the district. He was solicitor to the Southampton Freehold Land Society, the Southampton Steam Towing Company, the Chamber of Commerce, and other important public bodies. He had also acted as agent for the Board of Trade in many important shipping and wreck inquiries. Mr. Coxwell's health had long been failing, and he had been compelled to resign several of his appointments. About three years ago he was placed in the commission of the peace for the borough.

### CREDITORS' CLAIMS.

#### CREDITORS UNDER ESTATES IN CHANCERY.

##### LAST DAY OF PROOF.

CHRISTIE, JOHN, Newcastle-upon-Tyne, Printer. Dec 3. Malcolm v. Elsdon, M.R. King, Queen Victoria st.  
CROMBIE, LEWIS, Girdler's rd, Kensington, Solicitor. Dec 8. Lester v Crombie, V.C. Malins. Lucas, Fenchurch st.  
ENNIS, SIR JOHN, Dublin, Bart. Dec 3. Waterson v Ennis, M.R. Cavell, Waterloo pl, Pall Mall  
JAMES, HERBERT JOHN, City rd, Licensed Victualler. Nov 30. Marshall v James, V.C. Malins. Cronin, Southampton st, Bloomsbury  
KIDD, REV. RICHARD HAYWARD, Norwich. Mar 28. Kidd v Blake, M.R. Chantry, Norwich  
KING, GEORGE, Earham, Norwich, Tailor. Nov 30. King v King, V.C. Bacon. Linay, Norwich  
LANGLEY, RICHARD, Tunbridge Wells. Nov 30. Langley v Argyle, V.C. Hall. Cripps and Son, Tunbridge Wells  
MELLISON, SARAH ANN, Bishopsgate st. Dec 1. Mellison v Mellison, V.C. Bacon. Hicks, Wellington st.  
NEWTEAM, JAMES, Hadlow, Kent. Nov 30. Cripps v Walker, V.C. Hall. Stone and Simpson, Tunbridge Wells  
PARKINSON, HENRY, Bolton-le-Moors, Lancaster, Engineer. Dec 2. Challinor v Scowcroft, V.C. Malins. Taylor, Bolton  
PARSONS, JOHN, Bromley, Kent. Dec 6. Hall v Siminton, V.C. Malins. Webb, Austin Friars  
ROBINSON, HENRY LUKE, Austin Friars. Dec 1. Astley v Robinson, V.C. Malins. Allin, St Peter's alley, Cornhill  
ROOD, ELIZA, Huxley road, Brighton. Dec 3. Climpson v Rood, V.C. Bacon. Mackroth, New Broad st.  
SHORT, JOHN STOURD, Dawlish, Devon, Wine and Spirit Merchant. Dec 10. Short v Short, V.C. Malins. Yarde, Raymond bldgs, Gray's inn

[Gazette, Nov. 5.]

ALLISON, ARTHUR, Crawley, Sussex, Esq. Jan 1. Blaker v Clementson, V.C. Hall. Campbell, Warwick st, Regent st.  
BUCKNALL, WILLIAM ASHBY, Sandhurst, Victoria, Australia. Apr 18. Bucknall v Chase, M.R. Keighley, New Cross rd, New Cross  
ELLIOTT, JOHN EDWIN, Brighton, Timber Merchant. Jan 1. Parrell v Chinery, V.C. Hall. Verall, Brighton  
GIBBS, WILLIAM, Reading, Berks. Dec 9. Gibbs v Gibbs, V.C. Hall. Cooper, Chancery Lane  
GODFREY, DANIEL HUMPHREY, Spencer rd, near Wandsworth, Gent. Nov 30. Lewin v Godfrey, V.C. Hall. Lewin & Co, Southampton st, Strand  
HAIGH, RUDENY, York, Sising Merchant. Nov 30. Long v Haigh, V.C. Bacon. Leeming, Halifax  
HARRISON, JOSEPH, Darlington, Durham, Butcher. Dec 4. Latimer v Harrison, V.C. Malins. Stevenson, Darlington  
PAYNTER, WILLIAM, Bolgrave sq, Esq. Nov 30. Paynter v Paynter, V.C. Malins. Sandiland, Humphry, and Armstrong, Fenchurch avenue, Fenchurch st

ROSE, JOSEPH MICHAEL, Oxford st, Grocer. Nov 30. Rose v Elliott, V.C. Hall. Comins, Gt Portland st  
SCOTT, ROBERT HERRIES DUDLEY, Brighton, Esq. Dec 15. Scott v Scott, V.C. Hall. Twiden, Russell sq  
SIBBERING, WILLIAM, Swansea, Gent. Dec 4. Brown v Garland, V.C. Malins. Trythall, Fenchurch  
SWANBRICK, HARRIS, Liscard, Chester, Spinster. Nov 30. Lodge v Forrest, V.C. Malins. Forrest, Liverpool  
WILDE, WILLIAM, Costock, Nottingham, Farmer. Dec 3. Sawbridge v Wilde, M.R. Woolley, Loughborough  
WOODHOUSE, ANDREW JONES, Barrow-in-Furness, Contractor. Dec 7. Smith v Woodhouse, M.R. Taylor, Barrow-in-Furness  
[Gazette, Nov. 9.]

#### CREDITORS UNDER 22 & 23 VICT. CAP. 25- LAST DAY OF CLAIM.

ABERCHOMBIE, NICHOLAS, St Martin's, Island of Jersey, Licensed Victualler. Nov 30. Baker, Hertford  
BIRD, ANDREW DAVIES, Brunswick sq, Solicitor. Nov 30. Boyle, Mecklenburgh sq  
BOARDS, ELIZABETH, Lowdens, Edmonton. Nov 30. Beck, East India avenue  
BROOK, JAMES WILLIAM, Lytham, Lancaster, Gent. Dec 15. Brook and Co, Huddersfield  
CHENEY, SAMUEL, York, Draper. Dec 10. Holby, York  
CLAYTON, THOMAS, Edward st, Dorset sq, Gent. Dec 24. Indermar, Devonshire ter, Portland pl  
COHAM, WILLIAM HOLLAND BICKFORD, Coham, Devon, Esq. Dec 16. Cecil and Co, Holsworthy  
COLLIER, MARGARET, Stanley, Liverpool. Dec 9. Whitley and Co, Liverpool  
COOMBE, GEORGE, Exeter, Carpenter. Jan 31. Fryer, Exeter  
COTTER, GEORGE, Guildford rd, South Lambeth, Tea Broker. Jan 31. Webb, Austin Friars  
DIXON, HARRIET, Dorking, Surrey. Dec 31. Jennings and Co, Whitehall pl, Westminster  
ELLIOTT, ROBERT, Norton, Yorkshire, Gent. Jan 1. Fraser, Furnival's inn  
ENGLAND, CAROLINE, Cheltenham, Gloucester. Dec 8. Poole, South Petherton  
HEWITT, DAME LOTIS, Tavion st, Gordon sq. Jan 31. Hume and Co, Gt James st, Bedford row  
HUNT, JANE, Keovil, Wills. Dec 15. Beaven, Bradford-on-Avon  
HUTCHINSON, JOHN, Winton, Westmoreland. Nov 22. Preston, Kirkby Stephen  
LINCOLN, JOSEPH, Southwick, Durham, Butcher. Dec 31. Simey, Sunderland  
LOCKETT, JOHN, Fenton, Stafford, Esq. Nov 20. Clarke and Hawley, Longton  
MACKENZIE, JOHN CAMPBELL, Rue St Anne, Paris. Dec 6. Mangham, Bedford row  
MARLING, THOMAS, Horton Court, Gloucester, Esq. Dec 20. Sheppard, Gloucester  
MASON, SAMUEL, Leamington, Hastings, Farmer. Dec 1. Welchman, Southam  
NEWMARCH, WILLIAM, Hurworth-on-Tees, Durham, Gent. Dec 23. Bowes and Hett, Darlington  
PRICE, ALFRED GEORGE, St Leonards, Sussex, Esq. Dec 20. Sheppard, Gloucester  
SEARCH, MARY, Talford rd, Peckham. Dec 15. Keene and Co, Mark lane  
SOTHERS, HANNAH, Norwich. Dec 31. Copeman and Laddell, Norwich  
SOUTHCOTT, JAMES VESSEY, New Cross Gate, Surrey, Licensed Victualler. Nov 22. Pritchard and Sons, Gracechurch st  
TANNER, WILLIAM SAMPTON, Worcester, Gent. Jan 1. Comins, Gt. Portland st, Marylebone  
WILSON, WILLIAM, Straiford, Essex, Gent. Nov 30. Beck, East India avenue, Leadenhall st  
WRIGHT, HENRY, The Heath, Hampstead, Clerk in Holy Orders. Dec 1. Denton and Co, Gray's inn sq

[Gazette, Nov. 2.]

APPLEYARD, JOSHUA, Halifax, York, Esq. Dec 1. Holroyd and Smith, Halifax  
CASTLEMAN, ISABEL, Winchester. Dec 4. Stead and Co, Romsey  
CHARNLEY, WILLIAM, Seiberg, York, Retired Farmer. Dec 14. Garnett, Barrow-in-Furness  
CUMMINGS, JOHN, Queen st, Mayfair. Dec 18. Gregson, Angel ct, Throgmorton st  
GLASCOCK, CHARLES, Fleet st, London, Tailor. Dec 1. Miller and Miller, Sherborne lane  
GREGSON, HARRISON, Cheltenham, Gloucester, Gent. Dec 15. Leitch and Co, North Shields  
GREW, FREDERICK, Birmingham, Lithographer. Jan 1. Ryland and Co, Birmingham  
HILL, JOHN COMPTON, St. Leonard's-on-Sea, Sussex, Gent. Jan 1. Cole, Church ct, Clement's lane  
JINKESON, SAMUEL, Great Yarmouth, Gent. Jan 1. Worship and Rising, Great Yarmouth  
MOUNTFORD, SARAH, Stanley, Stafford. Dec 24. Hamshaw, Hanley  
NASH, JAMES, Martley, Worcester, Esq., M.D. Dec 31. Hyde, Worcester  
NEWLING, ANN FRANCES, Tranquilla terrace, Hammersmith. Dec 31. Chinn, Lichfield  
NEWLING, CHARLES, Tranquilla terrace, Hammersmith. Dec 31. Chinn, Lichfield  
PARKER, JAMES, Preston, Lancaster, Cotton Spinner. Dec 1. Clarke, Preston  
SALE, MARY, Bristol. Dec 30. Hippisley, Bristol  
SALE, THOMAS LYNE, Bristol, Gent. Dec 30. Hippisley, Bristol  
SANFORD, SUSANNA, Deal, Kent. Nov 13. Knocker, Dover  
SEED, JOSEPH THOMPSON, Skelmergh, Bobbin Manufacturer. Dec 24. Thomson and Wilson, Kendal  
WATTS, ANN ELIZABETH, Thornhill crescent, Ilington. Dec 11. Heales and Son, Carter lane, Doctor's commons

WRIGHT, DANIEL WILLIAM, Canterbury, Gent. Jan 6. Plummer and Fielding, Canterbury  
 YONGE, GEORGE JAMES, Rezel rd, Clapham, of no occupation. Dec 1. Reader, Strand

[Gazette, Nov. 5.]

ATKINSON, CATHERINE, Sowerby, York. Jan 1. Richardson, Thirk  
 ATKINSON, JOHN, Liverpool, Licensed Victualler. Jan 1. Bremner and Co, Liverpool  
 BARNES, CHARLES, Norwich, Licensed Victualler. Dec 10. Sadd and Linay, Norwich  
 BRADFORD, HENRY PHILIP, Norwich, Leather Merchant. Dec 10. Kent, Norwich  
 CAZALAN, ANDREW, Tours, France, Esq. Dec 11. Inman and Inman, Bath  
 CAZALAN, MARIE ADELE, Bath. Dec 11. Inman and Inman, Bath  
 COCKBURN, CHARLES LA COSTE, Paris. Dec 25. Balderston, Bedford Row  
 FRICKER, MRS. ELIZABETH, Cheltenham, Gloucester, Jan 12. Wood Winchoomb  
 FURBER, THOMAS, SEN, Sutton, Stafford, Farmer. Dec 10. Adderley and Marfleet, Longton  
 GARNUTT, CHARLES JAMES, Gosforth, Northumberland, Solicitor. Dec 15. Garbutt and Taylor, Newcastle-upon-Tyne  
 GRAHAM, FORKESCUE, East Stonehouse, Devon, Knight Commander of the Bath. Nov 30. Cleverton and Son, Plymouth  
 HEWITT, JOHN DICKSON, Palmer's Green, Southgate, Gentleman. Dec 31. Henderson and Buckle, Fenchurch st  
 HOOVER, THOMAS, Albrighton, Salop. Yeoman. Jan 1. Manby and Son, Wolverhampton  
 HOWARD, EBERZEE, St Leonard's, Esq. Dec 16. Tilleard and Co, Old Jewry  
 JONES, JAMES PATESHALL, Turkey st, Enfield, Esq. Dec 23. Rivington and Son, Fenchurch bldgs  
 KING, ASKE, Alton, Southampton. Jan 20. Fielder and Sumner, Goddman st, Doctors commons  
 LIPSCOMB, WILLIAM, Godstow, nr Oxford, Publican. Dec 1. Thompson, Oxford  
 MARSHALL, THOMAS MORRISON, Marine parade, Brighton, Esq. Dec 21. Freshfields and Williams, Bank bldgs  
 NORRIS, JAMES, Heigham, Norwich, Boot and Shoe Manufacturer. Dec 31. Sadd and Linay, Norwich  
 NORTHEY, WILLIAM BROOK, Sevenoaks, Kent, a Colonel in Her Majesty's Army. Jan 10. Bennet and Co, New sq, Lincoln's inn  
 RAMM, LEE, Norwich, Tobacconist, Sept 1. Claburn, Norwich  
 ROBERTS, WILLIAM, Workop, Nottingham, Tailor. Dec 31. Hodding and Beevor, Workop  
 STEVENS, ROBERT, Banbury, Oxford, Grocer. Dec 4. Kilby and Mace, Banbury  
 THOMAS, JOHN, Liverpool, Warehouseman. Nov 30. Davies, Liverpool  
 WARD, STEPHEN HENRY, Finsbury circus, M.D. Dec 31. Johnsons and Co, Austin friars

[Gazette, Nov. 9.]

## NEW ORDERS.

### THE TRADE-MARKS ACTS.

A declaration for the reciprocal protection of manufacturing and trade-marks was signed on the 6th inst, by her Majesty's Minister at Berne and the Swiss Plenipotentiary. The declaration confers on the subjects of each of the contracting States the same rights as belong to native subjects.

[It is stated that the new law upon trade-marks now in force in Switzerland embraces three points of procedure—viz., deposit, registry, and renewal. The act of deposit (made at the Federal Bureau at Berne) must be accompanied by a legal attestation as to the place of manufacture; the trade-mark in triplicate, with exact description of the article; a block of the trade-mark, of a specified size and thickness; and, lastly, a sum of twenty francs for each separate trade-mark. The deposit can be made by a third party by procuration. The registration must contain information as to the number of the trade-mark; the date of deposit and publication; the name, profession, and address of the proprietor; the description of the article, and of any modifications which might have been made since the day of deposit. The description is given in the language of the depositor, provided it is in one of the three national languages; if otherwise, in French. Renewal is accompanied by the same formalities as deposit.]

### THE SAVINGS BANKS ACT, 1880.

Friday's Gazette contains regulations under the Savings Bank Act, 1880, with respect to investments in Government stock by depositors in savings banks, made by the Commissioners of her Majesty's Treasury, with the consent of the National Debt Commissioners, so far as any regulations relate to those Commissioners, and with the consent of the Postmaster-General, so far as any regulations relate to post-office savings banks.

## COUNTY COURTS.

I, the Right Honourable Roundell, Baron Selborne, Lord High Chancellor of Great Britain, do, under the powers vested in me by the County Court Rules, 1875, hereby order that the offices of the county courts may be closed on the 24th, the 27th, and 28th days of December, 1880.

Given under my hand this 4th day of November, 1880.

SELBORNE, C.

## LEGAL NEWS.

The hearing of the Evesham Election Petition, which was postponed on account of the late Petition Judges retiring, is now fixed for Thursday, December 2, when it will be tried at Worcester, before Groves and Bowan, JJ.

On Saturday week, in the Court of Appeal, the Lord Chancellor stated with reference to cases before the court when the late Lord Justice Thesiger was a member, that those which were part heard must be re-argued; and that in any case in which the arguments were concluded, and judgment was still reserved, where the majority of the court agreed, a third judge would sit *pro forma*, and, unless counsel objected, judgment would be delivered.

It is not always well, says the *Times*, to delay giving preferment to eminent lawyers until they are old and exhausted by toil at the bar. Comparatively young men have of late in one or two cases been put upon the bench, and the experiment has answered. They work hard; they are plastic, and can adapt themselves to a new system; and they are more likely than their seniors to possess the gift of opportune reticence, which is one among the rarest as well as most valuable of judicial virtues.

The *Western Jurist* says that the following representation by the bar was filed in a certain court on May 10, 1874:—"To the Hon. Samuel Foery, Judge.—We, the members of the bar, have noticed with regret the haggard, worn, and over-taxed appearance of your Honour, and have learned with pleasure that there is a circus show in session (admission fifty cents, for adults), we therefore ask that this court be adjourned until Monday morning, and (although not in the habit, generally) will ever pray." [Here follow the names of the bar.]

According to the *Western Jurist*, an eloquent Chicago advocate addressed a jury as follows:—"Gentlemen of the jury, you hev heern the witness swar he saw the prisoner raise his gun; you have heern him swar he saw the flash and heerd the report; you have heern him swar he saw the dog fall dead; you have heern him swar he dug the bullet out with his jack-knife, and you hev seen the bullet produced in court; but whar, gentlemen—whar, I ask you, is the man who saw that bullet hit that dog?"

The recent retirement of Mr. John Worlledge from the county court judgeship held by him for so many years to the great advantage of officials, advocates, and suitors, has been the subject of general regret, and has been testified by the presentation of a joint address from the county court officials and the legal profession. The signatures, which numbered 153, included those of all the registrars and high bailiffs within the circuit, and of solicitors who had signed the rolls of the several courts in the district.

A decision of the New York Court of Appeals in *Hynes v. McDermott*, decided last month, says an American legal journal, shows that photographic copies of documents are not admissible for all purposes. A witness was on the stand for the purpose of proving handwriting by comparison; but the original documents being in the possession of the person who controlled them, and who lived beyond the seas, and who refused to give them up, they had been photographed, and these copies were offered by which to make the comparison. The court refused to allow the comparison with the photographed handwriting, and this ruling was upheld on appeal. "There was no proof," said Folger, C.J., "of the details of the process by which they were taken, nor as to the accuracy of the work. We think that a comparison of a signature in dispute with such photographic copies of other writings, for the purpose of allowing an opinion from an expert as to the character of

the signature as real or feigned, when the originals from which the copies are made are not brought before the jury, and may not be shown to other witnesses, ought not to be permitted. We may recognize that the photographic process is ruled by general laws that are uniform in their operation, and that, almost without exception, a likeness is brought forth of the object set forth before the camera. Still, somewhat for exact likeness will depend upon the adjustment of the machinery, upon the atmospheric conditions and the skill of the manipulator; and in so delicate a matter as the reaching of judicial results by the comparison of writings through the testimony of experts, it ought to be required that the witness should exercise his own upon the thing itself which is to be the basis of his judgment; and still more, that the thing itself should be at hand to be put under the eye of other witnesses for the trial upon it of their skill."

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

| Date.             | COURT OF APPEAL. | MASTER OF THE ROLLS. | V.C. MALINS.     |
|-------------------|------------------|----------------------|------------------|
| Monday, Nov. 22   | Mr. King         | Mr. Teesdale         | Mr. Jackson      |
| Tuesday ..... 23  | Merivale         | Farrer               | Cobby            |
| Wednesday .... 24 | King             | Teesdale             | Jackson          |
| Thursday ..... 25 | Merivale         | Farrer               | Cobby            |
| Friday ..... 26   | King             | Teesdale             | Jackson          |
| Saturday ..... 27 | Merivale         | Farrer               | Cobby            |
|                   | V. C. BACON.     | V. C. HALL.          | Mr. Justice FRY. |
| Monday, Nov. 22   | Mr. Ward         | Mr. Latham           | Mr. Koe          |
| Tuesday ..... 23  | Pemberton        | Leach                | Clowes           |
| Wednesday .... 24 | Ward             | Latham               | Koe              |
| Thursday ..... 25 | Pemberton        | Leach                | Clowes           |
| Friday ..... 26   | Ward             | Latham               | Koe              |
| Saturday ..... 27 | Pemberton        | Leach                | Clowes           |

## CHANCERY DIVISION.

## ORDER OF COURT.

Tuesday, the 16th day of November, 1880.

Whereas from the present state of the business before the Master of the Rolls and the Vice-Chancellor Sir James Bacon, it is expedient that a portion of the causes assigned to the Master of the Rolls, and now standing for trial or hearing before his lordship, should be transferred to the Vice-Chancellor Sir James Bacon: Now I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedule hereto be accordingly transferred from the Master of the Rolls to the Vice-Chancellor Sir James Bacon, and taken as causes assigned to the Vice-Chancellor Sir James Bacon, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

## SCHEDULE.

|   |  |
|---|--|
| In re Tanner, Mortimer v. Drewe         | action & motn for judgt. writs 1879 T. 160 |
| In re Mitchell, Mitchell v. Mitchell    | act & motn. for judgt. writs 1878 M. 184   |
| Simmons v. Hitchman                     | action writs 1879 S. 453                   |
| Bailey v. Porter                        | action writs 1879 B. 6,084                 |
| Lewtas v. Barwell                       | action writs 1879 L. 5,271                 |
| Morgan v. Jones                         | action writs 1880 M. 52                    |
| Towers v. Kirkman                       | action writs 1878 T. 436                   |
| The Plating Co. limited v. Farquharson  | action writs 1879 P. 264                   |
| Glaizer v. London Brighton, &c. Company | action writs 1879 G. 216                   |
| In re Pugh, Pugh v. Beddoes             | action & motn for judgt. writs 1879 P. 261 |
| Turner v. Hancock                       | action & motn for judgt. writs 1879 T. 249 |
| Johnstone v. Cox                        | action & motn for judgt. writs 1879 J. 134 |
| Saldanha v. Andrews                     | action & motn for judgt. writs 1877 S. 408 |

|  |   |
|--|---|
| The British Mutual Investment Co v. Cobbold                            | action writs 1880 B. 101                  |
| Chaplin v. Emery   | act, writs 1880 C. 0,409                  |
| Stannard v. St. Giles Vestry, Camberwell                               | act, writs 1878 S. 480                    |
| Clayton v. Sir D. Salomons   | act, writs 1880 C. 0,148                  |
| Braginton v. Yates   | act, writs 1875 B. 206                    |
| Jones v. Stohwasser  | act & motn for judgt. writs 1880 J. 11    |
| Millett v. The Victoria Fire Office, limited                           | act, writs 1878 M. 370                    |
| Keate v. Phillips  | act, writs 1878 K. 75                     |
| In re Hill, Pharoah v. Apps  | act, writs 1880 H. 0,972                  |
| Hazlewood v. Desborough  | act & motn for judgt. writs 1879 H. 455   |
| Elers v. Eady  | act, writs 1878 E. 8                      |
| Outram v. Maude  | act, writs 1880 O. 8                      |
| Serjeant v. Abbots   | act, writs 1880 S. 115                    |
| In re Blunt, Burrett v. Burrett  | act, writs 1880 B. 137                    |
| Girvin v. Hughes   | act, writs 1880 G. 0,165                  |
| Scott v. Ashwin  | act wit 1880 S. 02,460                    |
| Jacob v. Dickenson   | act writs 1880 J. 15                      |
| West v. West   | act & motn for judgt. writs 1880 W. 0,466 |
| Pickard v. Pickard   | act writs 1879 P. 115                     |
| In re Jackson Wilson v. Donald   | act writs 1880 J. 52                      |
| Newbury v. Pratt   | act & motn for judgt. writs 1879 N. 112   |
| Earl Cathcart v. De Trafford   | act writs 1880 C. 0,759                   |
| In re Gibson, Leadbitter v. Gibson                                     | act writs 1880 L. 0,531                   |
| Allen v. Comedy Opera Co. limited                                      | act writs 1879 A. 163                     |
| Williams v. Daniel   | act writs 1879 W. 257                     |
| Tucker v. Barker   | act writs 1880 T. 0,523                   |
| Edison Telephone Co. of London v. India Rubber, Gutta Percha, &c., Co. | act writs 1880 E. 37                      |

None of the causes in the above schedule will be placed in the paper for hearing before Wednesday, the 24th day of November, 1880, unless by the written consent of all parties.

R. H. LEACH, Registrar.

## PUBLIC COMPANIES.

November 18, 1880.

## RAILWAY STOCK.

## GOVERNMENT FUNDS.

|                              |                                  |
|------------------------------|----------------------------------|
| 3 per Cent. Consols, 99½ xd  | Annuitants, April, '85, 8½       |
| Disto for Account, 50½ xd    | Do. (Red Sea T.) Aug. 1888       |
| Do. 3 per Cent. Reduced, 97½ | Ex Bills, £1000, 2½ per Ct. 2 pm |
| New 3 per Cent., 98½         | Disto, £500, 2 pm                |
| Do. 3½ per Cent., Jan. '84   | Disto, £100 & £500, 2 pm         |
| Do. 3½ per Cent., Jan. '84   | Bank of England Stock, 276       |
| Annuities Jan. '80           | Disto for Account.               |

## INDIAN GOVERNMENT SECURITIES.

|                                      |                                |
|--------------------------------------|--------------------------------|
| Ind. Stk., 5 per C., July, '88, 103½ | Inf. Pr. 5½ per Cent., May, 81 |
| Disto for Account —                  | Disto Debitures, 4 per Cent    |
| Disto 4 per Cent., Oct. '88, 104½    | April, '64                     |
| Disto, disto, Certificates —         | Do. Do. 5 per Cent., Aug. 73   |
| Disto Enforced Ppr., 4 per Cent.     | Do. Bonds, 4 per Cent. £1000   |
| 2nd Inf. Pr., 5 per C., Jan. 73      | Disto, disto, under £1000      |

|       | Railways.                                   | Paid. Closing Price |
|-------|---|---------------------|
| Stock | Caledonian .....                            | 100 114½            |
| Stock | Glasgow and South-Western .....             | 100 62½             |
| Stock | Great Eastern Ordinary Stock .....          | 100 128             |
| Stock | Great Northern .....                        | 100 131½            |
| Stock | Do., A Stock .....                          | 100 —               |
| Stock | Great Southern and Western of Ireland ..... | 100 127             |
| Stock | Great Western—Original .....                | 100 135             |
| Stock | Lancashire and Yorkshire .....              | 100 146             |
| Stock | London, Brighton, and South Coast .....     | 100 102½            |
| Stock | London, Chatham, and Dover .....            | 100 137½            |
| Stock | London and North-Western .....              | 100 95½             |
| Stock | London and South Western .....              | 100 128             |
| Stock | Manchester, Sheffield, and Lincoln .....    | 100 80              |
| Stock | Metropolitan .....                          | 100 136½            |
| Stock | Do., District .....                         | 100 90              |
| Stock | Midland .....                               | 100 173½            |
| Stock | North British .....                         | 100 —               |
| Stock | North Eastern .....                         | 100 —               |
| Stock | North London .....                          | 100 —               |
| Stock | North Staffordshire .....                   | 100 —               |
| Stock | South Devon .....                           | 100 130½            |
| Stock | South-Eastern .....                         | 100 —               |

1 \* A receives no dividend until 6 per cent. has been paid to B.



## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

- AMPHLETT.**—On Nov. 6, at 22, Upper Gloucester-place, Dorset-square, the wife of R. Holmden Amphlett, barrister-at-law, of a daughter.
- BYRNE.**—On Nov. 12, at Aynscombe House, Upper Tooting, the wife of E. Widdrington Byrne, barrister-at-law, of a son.
- CLARKE.**—On Oct. 8, at Calcutta, the wife of Frederick Clarke, barrister-at-law, of a son.
- GREENWOOD.**—On Nov. 10, at 16, St. George's-road, S.W., the wife of G. G. Greenwood, barrister-at-law, of a son.
- HAMMOND-CHAMBERS.**—On Nov. 5, at The Heathers, Great Marlow, the wife of R. S. B. Hammond-Chambers, of Lincoln's-inn, barrister-at-law, of a daughter.
- MARTIN.**—On Nov. 5, at Downshire-square, Reading, the wife of John Wesley Martin, solicitor, of a daughter.
- WATTS.**—On Nov. 5, at Holmfild, Merton-road, Wimbledon, the wife of Albert Watts, of Doctors'-commons, solicitor, of a daughter.

## MARRIAGE.

- SETON-KARR-PILKINGTON.**—On Nov. 11, at Roby, Henry Seton-Karr, of 30, Lancaster-gate, barrister-at-law, to Edith Eliza, daughter of William Pilkington, of Roby Hall, Liverpool.

## DEATHS.

- McCALMONT.**—On Nov. 4, at Southampton, F. H. McCalmont, barrister-at-law, aged 34.
- MCGACHEN.**—On Oct. 18, at Galt, Ontario, Frederic Stewart McGachen, barrister-at-law, of the Inner Temple.
- WILDE.**—On Nov. 10, at the Aubrey-road, William Wilde, late Chief Justice of St. Helena, and a bencher of Gray's-inn, in his 83rd year.

## LONDON GAZETTES.

## Bankrupts.

FRIDAY, NOV. 12, 1880.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

- Brill, Charles, Thistle gr, South Kensington. Pet Nov 9. Murray. Nov 26 at 11
- To Surrender in the Country.
- Child, James Joseph, and William John Hinde, Lower rd, Deptford, Furniture Manufacturers. Pet Nov 9. Pitt-Taylor. Greenwich. Nov 26 at 1
- Honeychurch, William, Exmouth, Devon, Innkeeper. Pet Nov 10. Daw. Exeter, Nov 23 at 2
- Jones, Herbert, Swansea, out of business. Pet Nov 10. Jones. Swansea, Nov 23 at 11
- Longhorn, Alfred, Cottingham, York, Cowkeeper. Pet Nov 8. Rollic. Kingston-upon-Hull, Nov 22 at 3
- Noble, William, Nottingham, Draper. Pet Nov 8. Speed. Nottingham, Nov 26 at 11
- Sheffield, Thomas, Syston, Leicester, Gent. Pet Nov 9. Ingram. Leicester, Dec 1 at 12
- West, Joshua Hason, Blackburn, Lancaster, Grocer. Pet Nov 6. Bolton. Blackburn, Nov 23 at 11
- Wilson, Isham Baker, Shipston-on-Stour, Worcester, Brickmaker. Pet Oct 7. Fortescue. Banbury, Nov 23 at 12
- Wordsworth, Cullen Forth, Henley-on-Thames, Farmer. Pet Nov 6. Collings. Reading, Nov 27 at 12

TUESDAY, NOV. 16, 1880.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

- Beach, Charles, Chertsey rd, Gunnersbury, Builder. Pet Nov 9. Ruston. Brentford, Nov 30 at 2
- Graham, Vernon, Fields Alsager, Chester, Wine and Spirit Merchant. Pet Nov 10. Mair. Macclesfield, Nov 24 at 11
- Maxwell, Mary Jane, Toxteth pk, Liverpool, Butcher. Pet Nov 13. Cooper. Liverpool, Nov 29 at 12
- Pearson, Henry, Stockport, Chester, Cotton Doubler. Pet Nov 12. Hyde. Stockport, Dec 2 at 11
- Ziffer, Ferdinand Henry, Manchester, Machinery Agent. Pet Nov 11. Lister. Manchester, Nov 29 at 12

## BANKRUPTCIES ANNULLED.

FRIDAY, NOV. 12, 1880.

- Boothroyd, Edwin, Halifax, Grocer. Nov 10
- Lockhead, William, Lightcliffe, nr Halifax, Designer. Nov 10
- McMillan, Thomas, Huddersfield, Travelling Draper. Nov 9
- Palmer, Henry Douss, Choumert rd, Peckham Rye, Clerk in the Civil Service. Sept 8
- Pick, C, the Barracks, Hounslow, Gent. Oct 28
- Powell, Joseph Daniel, Fisherton, nr Salisbury, Licensed Victualler. Nov 9

TUESDAY, NOV. 16, 1880.

- Hall, Clement, West Knollys, Wilts, Farmer. Nov 9
- Napier, Archibald L. M., St James's pl, St James's st, Lieutenant in H. M.'s Grenadier Guards. Nov 12

## Liquidations by Arrangement.

## FIRST MEETINGS OF CREDITORS.

FRIDAY, NOV. 12, 1880.

- Ackland, Clement, Dunstond, Devon, Grocer. Nov 29 at 11 at offices of Andrew, Bedford circus, Exeter. Tweed, Honiton
- Aldous, Simon, Dickleburgh Hall, Norfolk, Farmer. Dec 1 at 11 at offices of Miller and Co, Bank chambers, Norwich
- Allen, Charles Stephen, Brampton, Huntingdon, Coach Builder. Nov 29 at 12 at offices of Gaches, Cathedral gateway, Peterborough
- Allen, Thomas, Kessingland, Suffolk, Fishing Boat Owner. Nov 29 at 11 at offices of Hill
- Andrews, Edward, Hampton wick, Licensed Victualler. Dec 1 at 2.30 at offices of Clements, Clarence st, Kingston-on-Thames
- Barber, Richard Augustus, jun, Leicester, Commercial Traveller. Nov 30 at 12 at offices of Harvey, Selborne buildings, Millstone lane, Leicester
- Barker, John, Ipswich, Furniture Broker. Dec 1 at 12 at Pearce's Rooms, Princes st, Ipswich. Jackman and Sons, Ipswich
- Barnes, William, Staplehurst, Kent, Grocer. Nov 29 at 12 at the Queen's Head Hotel, High st, Maidstone. Peterson and Peterson, Bury st
- Barras, William Joseph, Frederick Arthur Barras, and James Edwin Barras, Huddersfield, Woollen Manufacturers. Nov 24 at 11 at the Imperial Hotel, Huddersfield
- Batchelor, Arthur Charles, Landport, Hants, Grocer. Nov 25 at 4 at offices of King, North st, Portsea
- Batterham, William, West Walton, Norfolk, Farmer. Nov 26 at 11 at offices of Ollard, York row, Wisbech, St Peters
- Bedford, William, Aston, Warwick, Licensed Victualler. Nov 26 at 11 at offices of Fowke, Ann st, Birmingham
- Belcham, William Isaac, Southend, Essex, Farmer. Nov 25 at 12 at offices of Duffield and Bruty, Tokenhouse yard
- Blackwell, George, Gloucester, Stonemason. Nov 25 at 4 at the New Inn Hotel, Northgate st, Gloucester. Goldring, Cinderford
- Boylan, Eleanor, Selly Oak, Worcester, Brick Manufacturer. Nov 25 at 3 at offices of Fallows, Cherry st, Birmingham
- Brook, William, Hulme, Manchester, out of business. Nov 24 at 3 at offices of Johnson, Manchester
- Buckwell, Ebenezer, and William Buckley, Wakefield, Joiners. Nov 23 at 3 at offices of Barratt and Senior, Wood st, Wakefield
- Bullman, William, Mare st, Hackney, Costume Warehouseman. Nov 24 at 3 at the Chamber of Commerce, Chapside. Morley, Chapside
- Butler, Richard Lloyd, Poulton-le-Fylde, Lancaster, Painter. Nov 25 at 3 at offices of Pratt, Market st, Blackpool
- Butt, Henry John, Sholing, Southampton, Carpenter. Nov 25 at 3 at offices of Bell, Portland st, Southampton
- Byrne, William, Allen terrace, Kensington, Stationer. Dec 7 at 3 at Law Society, Chancery lane
- Calvert, John, Clayton-le-Moors, Lancaster, out of business. Nov 25 at 3 at Borough Arms, Blackburn. Whalley, Accrington
- Carroll, Michael, Hanley, Egg Dealer. Nov 23 at 11 at Royal Hotel, Crewe. Ashnall, Hanley
- Cattell, Robert Venning, Cambridge, Inspector of Nuisances, Nov 23 at 2.30 at offices of Ellison and Co, Alexandra st, Petty Cury, Cambridge
- Chaine, Louisa Rebecca, Hove, Sussex, Boarding house Proprietress. Nov 29 at 12 at Old Ship Hotel, Brighton. Hodson, New Shoreham
- Clare, Peter, Sinderland, Dunham Massey, Chester, Farmer. Nov 15 at 11 at offices of Simpson and Hockin, Mount st, Albert sq, Manchester
- Clough, Jeremiah, Thomas Appleby, and William Simpson, Burnley, Cotton Spinners. Nov 29 at 3 at Exchange Hotel, Nicholas st, Burnley. Sutcliffe, Burnley
- Collins, Lewinton, Tewkesbury, Gloucester, Builder. Nov 29 at 3 at King's Head Inn, Burton st, Tewkesbury. Gabb, Cheltenham
- Cook, Alfred, Worle, Somerset, Innkeeper. Nov 30 at 11 at offices of Smith, Tydenham terrace, Weston-Super-Mare
- Cooke, William, Riseley, Bedford, Wheelwright. Nov 29 at 11 at offices of Mitchell and Wood, St Pauls sq, Bedford
- Cooper, William, Bunker's hill, Nottingham, Fruiterer. Nov 30 at 3 at offices of Parsons and Bird, Wheeler gate, Nottingham
- Coulson, Mary, and Margaret Isabel, London, Brewers. Nov 26 at 12 at offices of Steel, John st, Sunderland
- Craig, Andrew, Newcastle on Tyne, Builder. Nov 23 at 2 at offices of Eldson, Royal arcade, Newcastle on Tyne
- Crawford, George Charles, Evering rd, Stoke Newington, out of business. Nov 25 at 2 at offices of Jennings, Leadenhall st
- Daniels, Frederick William, St Philip's, Bristol, out of business. Nov 22 at 11 at offices of Gridley, Armoury sq, Stapleton rd
- Davies, John, Billingsly, Hereford, Farmer. Nov 23 at 12 at offices of Mills, Exchange chambers, Broad st, Hereford. Bishop, Brecon
- Daves, William, Knwick, Hartlepool, Durham, Beerhouse Keeper. Nov 26 at 11 at offices of Bell and Son, Church st, West Hartlepool
- Dorer, Eugene, Castle st, Holborn. Nov 30 at 2 at offices of Wills and Slade, Grocers' Hall et, Foultry. Wrightson and Green, Trinity sq, Tower hill
- Drummond, Joseph, Stockton on Tees, Coal Merchant. Nov 22 at 11 at offices of Draper, Finkle st, Stockton on Tees
- Ekina, Robert Hempstead, Abbott's Ripton, Huntingdon, Farmer. Nov 25 at 11 at George Hotel, Huntingdon. Hunnybun and Sons-Ellis, Thomas, Ramsey St Mary, Huntingdon, Potato Merchant
- Nov 24 at 2 at George Hotel, Ramsey. Sergeant, Ramsey
- Elsworth, John Scott, and Francis Elsworth, Sculcoates, Kingston upon Hull, Tar Distillers. Nov 24 at 2 at Imperial Hotel, Paragon st, Kingston upon Hull. Laverack, Hull
- Friar, George, Berwick upon Tweed, Cabinet Maker. Nov 23 at 11 at offices of Dunlop, Quay walls, Berwick upon Tweed
- Gamble, Thomas, Huntingdon, York, Farmer. Nov 26 at 3 at offices of Dale, Blake st, York
- Gardner, Henry, Heywood, Lancaster, Joiner. Nov 24 at 3 at offices of Anderton and Donnelly, Garden st, Bury
- Gates, John, Fakenham, Norfolk, Shoemaker. Nov 26 at 3 at offices of Gates, Swan st, Fakenham
- Gay, James, Widdow, Chertson, Somerset, out of business. Nov 24 at 2 at offices of Carter, Broad st, Bristol
- Gelder, Thomas, and John Gelder, Luddington, Lincoln, Farmers.

Nov 25 at 3 at offices of Pense, Banks ter, Goolle. Hind and Ever-  
at Goolle  
Goodman, Thomas, Newport Pagnell, Buckingham, Baker. Nov 26  
at 12 at Anchor Hotel, Newport Pagnell. Bull, Newport Pagnell  
Goss, James, St Helens, Lancaster, Butcher. Nov 25 at 3 at offices  
of Thomas, Ormskirck st, St Helens  
Graham, Benjamin, Wakefield, Watchmaker. Nov 23 at 11 at offices  
of Post, Colmore row, Birmingham  
Greenough, Peter, Northwood, Stafford, Coal Agent. Nov 24 at 11  
at offices of Ashmall, Albion st, Hanley  
Hamilton, Robert, Pemberton, Lancashire, Carter. Nov 27 at 10.30  
at offices of Wilson. King st, Wigan  
Hargreaves, John, Muschamp rd, Surrey, Assistant to a Public Com-  
pany. Nov 25 at 2 at 25, Essex st, Strand. Tindale  
Hawthorn, John Robinson, Townsend Bucknall, Stafford, Brick  
Manufacturer. Nov 24 at 3 at offices of Ashmall, Albion rd,  
Hanley  
Heyland, Charles Philip, Redcar, York, Chemist. Nov 26 at 11.30  
at offices of Tomason, High st, Stockton  
Heyn, Gustavus, Liverpool, Ship Broker. Nov 29 at 2.30 at offices  
of Thompson, Sweeting st, Liverpool  
Hill, Benjamin, Barmley, Collier, Dec 1 at 4 at offices of Rideal,  
Chronicle chambers, Barmley  
Hindes, Aaron Wheeler, and Tom Edwards, East Dulwich, Builders.  
Nov 20 at 10 at offices of Vant, Leadenhall st  
Hitch, George, jun., Stanstead Abbots, Hertford, Carpenter. Dec 1  
at 12 at the Saracen's Head Hotel, High st, Ware. Cobham and  
Hunt, Ware  
Hollins, Edward Thomas, Clerk to Hotel Co. Nov 20 at 1 at offices  
of Scott, Aldermanbury  
Homes, Thomas, Lower marsh, Lambeth, Boot and Shoe Manu-  
facturer. November 19 at 2 at the Mason's Hall, Mason's avenue,  
Basinghall st. Parke, Warwick ct, Gray's inn  
Horsfield, George William, Pendleton, nr Manchester, Mineral  
Water Manufacturer. Nov 24 at 3 at offices of Gaunt and Grainger,  
Queen's chambers, John Dalton st, Manchester.  
Hughes, Charles, Chambray, Grocer. Nov 26 at 11 at offices  
of Strick, North John st, Wolverhampton  
Hughes, Thomas, Woolwich, Licensed Victualler. Nov 22 at 12 at  
111, Cheapside. Peake, Woolwich  
Hyde, Richard, Strangeways, Manchester. Nov 25 at 10 at the  
Thatched House Hotel, New Market place, Manchester. Butter-  
worth, Manchester  
Inns, Thomas Henry, Wheeler st, Vauxhall Bridge rd, Cab Pro-  
prietor. Nov 22 at 2 at 51, Millbank st, Westminster  
Jackson, Elizabeth, Garstang, Lancaster, Grocer. Dec 1 at 3 at  
offices of Buck and Dicksons, Winckley st, Preston  
Jennins, Edward, and Henry Arthur Thorne, Leeds, Oil and Agri-  
cultural Merchants. Nov 24 at 11 at offices of Tennant and Barret,  
Albion st, Leeds  
Jervis, John James, Wolverhampton, Boot Manufacturer. Nov 25  
at 10.30 at offices of Rudland, Queen st, Wolverhampton  
Jones, Edward, Leicester, Chemist. Nov 29 at 3 at offices of Buckby,  
Millstone lane, Leicester  
Jones, Joshua, Brick lane, Spitalfields, Provision Merchant. Nov 23  
at 3 at offices of Ricketts, King's Cross rd  
Kenyon, Thomas, Blackburn, Lancaster, Woolen Draper. Nov 23  
at 11 at Woolston Croft, Manchester. Needham, Blackburn  
King, Charles, Sevenoaks, Kent, Builder. Nov 26 at 12 at Crown  
Hotel, Sevenoaks. Pittman and Smart, Guildhall chambers, Ba-  
singhall st  
Klench, Benjamin Henry, Caledonian rd, Furniture Dealer. Nov 25  
at 3 at offices of Andrews and Mason, Ironmonger lane, Cheapside.  
Webb, Euston rd  
Leighton, William Alexander, Victoria Park rd, Draper. Nov 23 at  
3 at offices of Priestly and Co, Cheapside. Jackson, Clement's inn  
Strand  
Levy, Mark, Birmingham, Clothier. Nov 23 at 11 at offices of East,  
Temple st, Birmingham  
Loynd, George, Farnworth, Lancaster, Licensed Victualler. Nov 26  
at 3 at offices of McEwen, Lloyd st, Manchester  
Mansell, William, Hanley, Stafford, Mechanic. Nov 24 at 12 at  
offices of Ashmall, Albion st, Hanley  
Marsden, Henry, Chorley, Lancaster, Hosier. Nov 26 at 3 at offices  
of Jackson, High st, Chorley  
Marshall, John Francis, Scotchorne, Lincoln, Farmer. Nov 23 at 11  
at offices of Twell and Co, Saltergate, Lincoln  
Masters, Edward, Haslemere, Surrey, Leather Dresser. Dec 1 at 3  
at the Inns of Court Hotel, Holborn. Jones  
Micklethwait, William, Long-acre, Solicitor. Nov 20 at 10 at offices  
of Lewis, Chancery lane. Gootly, Bow st  
Mills, William, Wolverhampton, Baker. Nov 26 at 11 at offices of  
Umbers, Bilston st, Wolverhampton  
Mortimer, Edward, Mellis, Suffolk, Butcher. Nov 25 at 11 at the  
White Lion Hotel, Eye. Roberts  
O'Brien, Anthony, Ferryhill Station, Durham, Grocer. Nov 26 at 11  
at offices of Maw, jun, Bishop Auckland  
Owen, George, Leeds, Bricklayer. Nov 25 at 2 at offices of Shaw,  
Commercial st, Leeds  
Oxenham, Thomas Henry, Keyham, Leicester, Licensed Victualler.  
Nov 29 at 3 at offices of Wright, Belvoir st, Leicester  
Parker, Joseph Heptinstall, Cranfield, Bedford, Farmer. Nov 30 at  
11 at offices of Jessopp, St Paul's sq, Bedford  
Parkins, Robert, Featherstone, York, Shopkeeper. Nov 25 at 3 at  
offices of Horner, Wood st, Wakefield  
Pickens, George, South Stockton, York, Innkeeper. Nov 25 at 10 at  
offices of Ward, Albert-road, Middlesbrough  
Prouse, George, Keech, Gloucester, Agent. Nov 25 at 3 at the  
New Inn Hotel, Northgate street, Gloucester. Goldring, Cinder-  
ford  
Pyne, William Lane, Balham, Surrey, out of business. Nov 22 at 3  
at the Law Institution, Chancery lane. Smith, Lancaster House,  
Savoy st  
Reay, John, Stockton-on-Tees, out of business. Nov 25 at 11 at offices  
of Dodds and Co, Finkle st, Stockton-on-Tees  
Reed, Thomas John, Houghton Bank near Heighington, Dur-  
ham, Builder. Nov 25 at 3 at offices Silver st, Bishop  
Auckland

Rhodes, John Burton, Wakefield, Boot Dealer. Nov 29 at 3 at offices  
of Lodge, Townhall chambers, King st, Wakefield  
Robson, Elizabeth, Chester-le-street, Durham, Grocer. Nov 29 at 11  
at offices of Marshall, Claypath, Durham  
Rothwell John Charles, Rochdale, Lancaster, Grocer. Nov 26 at 3  
at offices of Molesworth, Central chambers, The Walk, Rochdale  
Salt, George, Longton, Stafford, Grocer. Nov 25 at 11 at offices of  
Clarke and Hawley, Church st, Longton  
Saunders, William, Histon, Cambridge, Farmer. Nov 26 at 11 at  
offices of Papworth and French, St Andrew's hill, Cambridge  
Scarlett, Edward George, Glasshouse st, Woolen Merchant. Nov 26  
at 2 at offices of Hulce and Co, Cheapside  
Scolefield, Allen, Hartahead, Cleckheaton, York, Cabinet Maker.  
Nov 23 at 3 at offices of Clough, Railway st, Cleckheaton  
Scott, Arthur, Church st, Chelsea, Carman. Nov 29 at 3 at Masons'  
Hall Tavern, Masons' avenue, Coleman st. Scott  
Sears, Johanna Elizabeth, and George Charles Sears, Datchet,  
Bucks, Builders. Nov 25 at 3 at offices of Durant, Guildhall cham-  
bers  
Sharpe, George, Ledstone, York, Engineer. Nov 26 at 3 at offices of  
Kaberry, Ropergate, Pontefract  
Simcock, Thomas, Liverpool, Hairdresser. Nov 26 at 3 at offices of  
Blackhurst and Fretson, Dale st, Liverpool  
Simmonds, Charles Henry, Barnaley, York, Shopkeeper. Nov 27 at  
10 at offices of Gray, Eastgate, Barnaley  
Slee, John, Penrith, Cumberland, Builder. Nov 25 at 2 at offices of  
Little and Lamony, Penrith  
Smith, John, and James Smith, Accrington, Lancashire, Soap Mann-  
ufacturers. Nov 24 at 3 at Peel's Arms Hotel, Whalley rd, Accrington.  
Whalley, Accrington  
Smith, Walter Charles, Rotherham, York, Iron Merchant. Nov 26  
at 11 at Ship Hotel, Westgate, Rotherham. Oxley and Coward,  
Rotherham  
Smith, William, East Dean, Gloucester, Farmer. Nov 26 at 12 at  
offices of Parker, Newnham  
Southwell, Henry, Rochdale, Bobbin Manufacturer. Nov 25 at 3 at  
offices of Wiles, Acker st chambers, Acker st, Rochdale  
Stephens, John, Neath, Glamorgan, Surgeon. Nov 22 at 11 at offices  
of Davies, Alma pl, Neath  
Swann, William, Birmingham, Jewellers' Material Maker. Nov 29  
at 3 at offices of Buller and Bickley, Bennett's hill, Birmingham  
Taylor, Henry Frederick Hudson, Croydon, Butcher. Nov 29 at  
10.30 at Green Dragon Hotel, High st, Croydon, Dennis- St John's  
grove, Croydon  
Temperton, William, Dronfield, Derby, Grocer. Nov 24 at 11 at office  
of Jones and Middleton, Gluman gate, Chesterfield  
Thomas, William, Ferndale, Glamorgan, Grocer. Nov 25 at 12 at  
offices of Collins, Broad st, Bristol. Rosser, Pontnytrid  
Thompson, Arthur, and George Richard Kidd, Newcastle-upon  
Tyne, out of business. Nov 25 at 2 at offices of Atkinson, Col  
lingwood st, Newcastle-upon-Tyne  
Thompson, Joseph Smith, Carlisle, Grocer's Assistant. Nov 25 at 3  
at offices of Johnson, Bank st, Carlisle  
Thorley, William, Hanley, Stafford, Grocer. Nov 24 at 10 at 33  
Albion st, Hanley. Ashmall  
Tidbury, Henry, Feltham, Middlesex, Market Gardener. Nov 30 at  
2 at The Bell and Anchor Hotel, Hammersmith rd. Haynes,  
Hammersmith rd  
Tonge, Enoch, Openshaw, near Manchester, Grocer. Nov 26 at 3  
at offices of Cobbett and Co, Brown st, Manchester  
Tournay, Robert, Blackstock rd, Highbury vale, Varnish Dealer.  
Nov 30 at 12 at 60, Saint Paul's churchyard. Plunkett and Leader  
Unwin, Ralph, Fenton, Stafford, Crate Manufacturer. Nov 25 at  
11.30 at offices of Welch, Caroline st, Longton  
Vaughan, Joseph, Wellington, Salop, Grocer. Nov 25 at 11 at  
Chapel House, Wellington. Bidlake, Wellington  
Wain, George, Leicester, Brickmaker. Nov 25 at 3 at 2, Welford  
pl, Leicester. Stoue and Co  
Walker, George, Nottingham, Fishmonger. Nov 26 at 1 at Leeds  
Arms Hotel, Victoria st, North Grimley. Bell, Nottingham  
Walkers, John Saunders, and Ebenezer McQueen, Liverpool, Wool  
Merchants. Nov 29 at 3 at offices of Goffey and North, Commerce  
chambers, Lord st, Liverpool  
Walls, George Richmond Hope, Nottingham, Plumber. Nov 23 at  
3 at offices of Cranch, Poultry arcade, Nottingham  
Walsh, Robert, Warwick st, Regent st, Chemist. Nov 24 at 3 at  
offices of Lumley and Lumley, Conduit st  
Westlake, Benjamin James, Weston-super-Mare, Wine and Spirit  
Merchant. Nov 22 at 12 at offices of Chapman, Grove rd, Weston-  
super-Mare  
Whitchouse, Thomas, Nottingham, Furniture Dealer. Nov 25 at 12  
at offices of Belk, Middle pavement, Nottingham  
Whittaker, John, Manchester, out of business. Nov 24 at 11 at offices  
of Tremewen, Ward's bldgs, Deansgate, Manchester  
Whitterton, Edward, Westgate, Heckmondwike, York, Watchmaker.  
Nov 26 at 3 at offices of Ridgway and Ridgway, Wellington st,  
Batley  
Wilman, Henry, Walsall, Stafford, Baker. Nov 25 at 11 at offices  
of East, Temple st, Birmingham  
Wilks, Isaac, Middlesbrough, Glasier. Nov 22 at 3 at offices of  
Draper, Finkle st, Stockton-on-Tees  
Williams, Edwin Humphrey, Wrexham, Denbigh, Book-keeper.  
Dec 1 at 12 at offices of Acton and Bury, Regent st, Wrexham  
Windle, William, Sunderland, Tailor. Nov 24 at 1 at offices of Gra-  
ham, John st, Sunderland  
Wyatt, Thomas, Birmingham, Journeymen Jeweller. Nov 20 at 12  
at offices of Smith, Temple st, Birmingham  
TUESDAY, Nov. 16, 1880.  
Abbott, Robert, Blackpool, Lancaster, Fruiterer. Nov 26 at 11 at  
Winckley st, Preston. Pratt, Blackpool  
Adey, Oscar Arthur, Barnes, Surrey, Clerk. Nov 27 at 10 at offices  
of Legal and Mercantile Association, Borough High st. Rash-  
leigh, Borough High st  
Ainsley, George, Swanscoe, Draper. Nov 26 at 11 at the Home-  
Trade Association, York st, Manchester. Aaron Thomas, Swans-  
coe  
Aldred, Joseph, jun, Ilkeston, Derby, Licensed Victualler. Dec 3 at  
3 at offices of Whittingham, Middle pavement, Nottingham

- Allen, James Key, Ryde, Isle of Wight, Confectioner. Nov 26 at 12 at offices of Harlow, Southampton bldgs, Chancery lane. Shuttle, Southampton.
- Allnut, Frank, Arlington rd, Camden Town, Author. Nov 20 at 2 at offices of Rao, Mincing lane.
- Anglea, Harry Edward, Lower Norwood, Cheesemonger. Dec 1 at 11 at offices of Swan, Camberwell New rd.
- Attwood, Thomas, Birmingham, Photographer. Nov 20 at 12 at office of Hawkes and Weekes, Temple st, Birmingham.
- Bailey, Edward Frederick, Newcastle-under-Lyme, Innkeeper. Nov 25 at 3 at offices of Ashmall, Albion st, Hanley.
- Balgun, Bernard, Barton-on-Trent, Licensed Victualler. Nov 26 at 2 at the George Hotel, Rugby. Ashmall, Hanley.
- Barnes, Henry, Bramhall, Chester, Innkeeper. Dec 8 at 2.30 at the Red Bull Inn, Lower Hillgate, Stockport. May, Macclesfield.
- Barnett, John Henry, Copenhagen st, Barnsbury, Greengrocer. Nov 24 at 3 at offices of Norris, Southampton buildings, Chancery lane.
- Bennett, Charles, Leeds, Grocer. Nov 20 at 3 at offices of Craven, East parade, Leeds.
- Bensley, John Isaac Shaul, Gorleston, Suffolk, Licensed Victualler. Dec 2 at 12 at the Hall Quay chambers, Great Yarmouth. Dowssett.
- Best, George, Bodmin, Cornwall, Blacksmith. Dec 3 at 3 at offices of Edvean, Bodmin.
- Bonell, Edward, Briggate, Leeds, Toy Dealer. Nov 20 at 3 at offices of Lodge and Rhodes, Park row, Leeds.
- Brady, Benjamin, and Luscombe Johnson Brown, Junction station. Midland Railway, Upper Holloway, Coal Merchants. Nov 26 at 1.30 at offices of Tillyard, Essex st, Strand.
- Brace, William, Sedgely, Durham, Boot Maker. Nov 20 at 12 at offices of Hutton and Bolsover, High st, Stockton-on-Tees.
- Buckley, Francis, Nottingham, Beerhouse keeper. Nov 20 at 3 at offices of Cranch and Stroud, Low pavement, Nottingham.
- Burden, Charles Henry, Nottingham, Plumber. Nov 30 at 3 at the Assembly Rooms, Low pavement. Clifton, Nottingham.
- Burdett, William, St, James Square, Notting hill, Commercial Clerk. Nov 20 at 3 at offices of Rosenthal, Holborn Viaduct.
- Cair, Thomas, Fingertree, Essex, Farmer. Nov 25 at 1.30 at the Fleeco Hotel, Colchester. Watts, St. Ives.
- Carter, William Henry, Banbury, Oxford, Draper. Nov 26 at 11 at offices of Kilby and Mace, High st, Banbury.
- Cass, Henry, Southsea, Hants, a Retired Architect. Nov 26 at 1 at offices of Edmonds and Co, Chesapeake. Feltham, Portsea.
- Clarke, James William, Mitcham, Surrey, Corn Merchant. Nov 20 at 3 at offices of Harcourt, Moorgate st.
- Conolly, Rowland, Stockbridge, York, Surgeon. Nov 26 at 3 at offices of Binney and Co, Queen st chambers, Sheffield.
- Cottrill, Joseph John, Manchester, Manufacturer of Dress Goods. Dec 3 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Leach, Manchester.
- Cooper, Walter Crawford, Broughton, nr Manchester, Boot and Shoe Maker. Nov 30 at 3 at offices of Adleshaw and Warburton, Norfolk st, Manchester.
- Crisford, Charles, Westham, Sussex, Miller. Guildredge Hotel, Terminus rd, Eastbourne. Kirkland and Lacey, Eastbourne.
- Crompton, George, Bawtry, York, Boot and Shoe Maker. Dec 3 at 11 at offices of Besoby, Grove st, East Retford.
- Cryer, John, Joseph Eli Cryer, Edward Cryer, and William Cryer, Dukinfield, Chester, Cotton Spinners. Dec 7 at 11 at the Old Townhall, King st, Manchester. Cobbett and Co, Manchester.
- Cunnington, George, Boston, Lincoln, Baker. Nov 23 at 12 at offices of Thomas, Emery-lane, Boston.
- Davies, Thomas, Llanwando, Glamorgan, Grocer. Dec 1 at 12 at Broad st, Bristol. Phillips, Aberdare.
- Davis William and John Montgomery Davis, Grocers, Liverpool. Nov 30 at 3 at offices of Miller and Co, Percy bldgs, Eberle st.
- Darber, Elias, Audley, Stafford, Grocer. Dec 1 at 11 at offices of the Local Board, Audley. Sherratt.
- Eaton, Samuel, Sydney rd, Colney Hatch, Builder. Nov 20 at 3 at offices of Bouls and Woolan, Newgate st. Furber, Gray's-inn-sq.
- Emblen, Henry Asher, North Croydon, Surrey, Corn and Seed Merchant. Dec 1 at 2 at offices of Stopher and Rundle, Coleman st.
- Evans, Evan, Cefn, Ruabon, Denbigh, Publican. Dec 1 at 12 at offices of Poyer, Temple-row, Wrexham.
- Faruworth, Thomas Hodson, Warrington, Licensed Victualler. Nov 20 at 10.30 at offices of Davies and Co, Market pl. Warrington.
- Farthing, James Hugh, Leeds, Grocer. Nov 20 at 3 at offices of Carr, Albion st, Leeds.
- Fearn, John, Crewe, Chester, Builder. Nov 30 at 11 at offices of Hill, Market st, Crewe.
- Few, Richard, Manchester, Fruit Salesman. Nov 25 at 3 at offices of Leyland, Cooper st, Manchester.
- Friend, Thomas, West Bromwich, Stafford, Auctioneer. Nov 20 at 10.30 at offices of Jackson and Sharpe, High st, West Bromwich.
- Garnard, John Austin, Ingram ct, Fenchurch st, General Produce Merchant. Nov 30 at 2 at offices of Attenborough, Saint Paul's Churchyard.
- Gasson, William Benjamin, Southborough, Kent, Cabinet Maker. Nov 26 at 11 at offices of Arnold, Tumbidge Wells.
- Gaunt, Cook, Elingham, Lincoln, Farmer. Nov 24 at 11 at offices of Page, jun, Flaxengate, Lincoln.
- Godher, George, Broomhill, near Barnsley, Butcher. Nov 30 at 11 at offices of Parker, Regent st, Barnsley.
- Griffiths, Charles Hugh, Scarborough, York, Jet Manufacturer. Nov 26 at 3 at offices of Wellburn, Huntriss row, Scarborough.
- Hammond, James, Rishangles, Suffolk, Farmer. Dec 1 at 2 at Three Horse Shoes Inn, Eye.
- Hartley, James, Wakefield, Confectioner. Dec 1 at 3 at offices of Lodge, Townhall chambers, King st, Wakefield.
- Holas, William Carter, and Frederick James Holas, Kings-on-upon-Hill, Builders. Dec 1 at 3 at George Hotel, Whitefriargate, Kingston-upon-Hull. Martinsen, Hull.
- Hendrie, John, Cheshunt, Hertford, Doctor of Medicine. Dec 6 at 3 at offices of Rumney, Walbrook.
- Hibberd, Frederick, Crowder, North Shields, Accountant. Nov 26 at 3 at offices of Newlands, King st, South Shields.
- Hindley, John, Nottingham, Painter. Nov 20 at 3 at offices of Bell, Middle pavment, Nottingham.
- Horton, Harry, West Bromwich, Stafford, Corn Dealer. Nov 20 at 11 at offices of Travis, Church lane, Tipton.
- Howe, Thomas, jun, Darlaston, Stafford, Baker. Nov 26 at 11 at offices of Rhodes, Queen st, Wolverhampton.
- Hullah, James, Leeds, Hay Dealer. Nov 30 at 3 at offices of Grainger and Raper, Bank st, Leeds.
- Israel, Henry Ash, Central Meat Market, Meat Salesman. Nov 30 at 2 at offices of Hilbery, Blitter st.
- Jackson, Herbert Evelyn, Bishop's road, Victoria park, Fur Skin Dresser. Dec 9 at 3 at offices of Munns and Longden, Old Jewry.
- Jarvis, James William, Covent Garden Market, Fruit Salesman. Dec 3 at 2 at offices of Pearce, Giltspur st.
- Jenkins, William, Abertrenig, nr Glamorgan, Draper. Nov 20 at 2 at the Royal Hotel, Cardiff. Randall, Bridgend.
- Jepson, James, Treforest, Glamorgan, Innkeeper. Dec 3 at 11 at offices of Jones, Philharmonic chambers, Saint Mary st, Cardiff.
- Jewell, Benjamin, Jamester, Canning Town, Boot Dealer. Dec 4 at 10.15 at 40, Bromley st, Commercial rd East, Stepney. Hicks, Victoria pk rd, South Hackney.
- Johnson, William, Liverpool, Baker. Nov 26 at 3 at offices of Yates and Co, Water st, Liverpool.
- Jones, Henry, Hereford, Wheelwright. Nov 24 at 10 at offices of Wallis, St Owen st, Hereford.
- Jones, Robert, Aberdare, Glamorgan, Tailor. Nov 30 at 12 at the Midland Hotel, New st station, Birmingham. Linton and Kenschole, Aberdare.
- Jordan, Bristol, out of business. Nov 20 at 1 at 10, Queen sq, Bristol. Forrest, Oldham.
- King, George, South st, Finsbury, Innkeeper. Nov 30 at 12 at the Great White Horse Hotel, Ipswich. Jones, Colchester.
- Knight, William, sen, Frome, Somerset, Grazier. Nov 30 at 12 at offices of Ames, Cork st, Frome.
- Lawes, John, Ramsey St Mary's, Huntingdon, Farmer. Dec 1 at 3 at the George Hotel, Ramsey. Serjeant, Ramsey.
- Leeming, William, Preston, Lancaster, Innkeeper. Dec 1 at 3 at offices of Spencer, Winkley st, Preston.
- Lloyd, David, Trevelan, Flint, Farmer. Dec 2 at 12 at offices of Churton, Eastgate buildings, Chester.
- Lloyd, Thomas, Tredegar, Monmouth, Boot Maker. Nov 20 at 2 at the Queen's Hotel, Baneswell, Newport. Shepard, Tredegar.
- Lobley, William, Batley, York, Grocer. Dec 3 at 11 at the Black Bull Inn, Batley. Parker, Batley.
- Lyndall, William Wordsworth, Leadenhall st, Ship Broker. Dec 2 at 2.30 at 83, Bishopsgate st, Within. Chandler, Bishopsgate st, Within.
- Maiden, Joseph, Harberrow, Worcester, Farmer. Nov 26 at 3 at offices of Beale, Commercial bldgs, Kidderminster. Hemingway, Bewdley.
- Martin, George, Back Church lane, Commercial road East, Baker. Nov 25 at 10.30 at offices of Sydney, Coleman st.
- Mason, John, Macclesfield, Provision Dealer. Dec 1 at 3 at offices of May, Church Side, Macclesfield.
- McGowan, David, Gt Dover st, Brush Manufacturer. Dec 1 at 2 at offices of Tilly and Soames, Finsbury pavement.
- Morgan, Walter, Sapey Pritchard, Worcester, Farmer. Dec 1 at 12 at offices of Clutterbuck, Foregate Cross, Worcester.
- Neville, James, March, Cambridge, Farmer. Dec 1 at 12.30 at the Angel Hotel, Peterborough. Wilkin, King's Lynn.
- Nightingale, Edward William, Augusta pl, Peckham, Builder. Nov 20 at 2 at the Guildhall Coffee House, Gresham st. Howard and Shelton, Threadneedle st.
- Noble, William Frederick, Savage gardens, Tower hill, Merchant. Dec 3 at 2 at offices of Flux and Co, East India avenue.
- Nugent, John, Tomworth, Warwick, General Agent. Nov 26 at 2.30 at the Castle Hotel, Tamworth. Tippetts, Atherton.
- Oakley, Waller John, Stourport, Worcester, Hairdresser. Dec 7 at 3 at offices of Thursfield, Swan st, Kidderminster.
- Oldroyd, James Ainley, Calverley, York, Dyer. Nov 25 at 3 at offices of Neill and Bellow, Kirkgate, Bradford.
- Olney, William Robert, Southampton, Ironmonger. Nov 26 at 3 at offices of Burnett, High st, Southampton. Perkins and Candy Orchard, Barnes, and Thomas Liddon Orchard, Hemel Hempstead, Hertford, Farmers. Nov 23 at 11 at residence of Cole, High st, Hemel Hempstead, in lieu of place and date originally named.
- Page, George, and Henry Stokes, New Southgate, Edmonton, Builders. Nov 20 at 11 at offices of Boulton, Gresham buildings, Basinghall st.
- Partridge, John Owen, Northampton, Hatter. Dec 2 at 12 at offices of Roche, Saint Giles st, Northampton.
- Payne, Thomas, Worcester, Innkeeper. Nov 20 at 11.30 at 40, Foregate st, Worcester. Goldingham, jun.
- Pilling, William, Bury, Lancaster, Breadbaker. Nov 20 at 3 at 8, Garden st, Bury. Anderson and Donnelly.
- Popkin, John, Canterbury, Licensed Victualler. Dec 1 at 12 at 5, Castle st, Canterbury. Collard.
- Richardson, Henry, Chesterfield, Derby, Chemist. Nov 30 at 11 at offices of Grettton and Marsden, Knifesmith gate, Chesterfield.
- Richmond, George, Hanley, Baker. Nov 20 at 11 at 33, Albion st, Hanley. Ashmall.
- Roberts, William, Dolgelly, Merioneth, Tailor. Nov 26 at 1.30 at Wynnstay Arms Hotel, Ruabon. Jones and Hughes, Dolgelly.
- Robinson, Richard, Ingleswhite, Lancaster, Licensed Victualler. Nov 26 at 10 at offices of Blackhurst, Fox st, Preston.
- Rogers, Thomas, St, George's rd, Southwark, Scenic Artist. Nov 23 at 10 at offices of Cooke, Gray's inn square.
- Rogers, William, sen., Cheshunt, Hertford, Builder. Dec 6 at 12 at offices of Rumney, Walbrook.
- Rouse, James, and Frederick Rouse, Leicester, Carriage Builders. Nov 30 at 3 at offices of Lowery and Battiscombe, Market pl, Leicester.
- Sainsbury, Stephen, Cockpit yard, Bedford row, Cab Proprietor. Nov 20 at 10 at offices of Evans and Peacock, John st, Bedford row.
- Short, Edward Curteis, Bushey Heath, Hertford, Chemist. Nov 25 at 2 at the Law Institution, Chancery lane. Sedgwick and Turner, Watford.



Slip, Edward, Bath, Painter. Nov 30 at 2 at 3, Abbey churchyard, Collins, and Son  
 Smith, Henry, Bagshot, Surrey, Brick Merchant. Nov 30 at 4 at the White Lion, High st, Guildford. Cooper, Chancery lane  
 Smith, Sidney, Rowley Regis, Stafford, Bivets Manufacturer. Nov 30 at 11 at offices of Shakespeare, Church st, Oldbury  
 Snowdon, Mary, Gateshead, Durham, Coach Proprietor. Dec 1 at 11 at offices of Keenlyside and Co, St. John's church, Grainger st West, Newcastle-upon-Tyne  
 Sutcliffe, Charles and Joseph Sutcliffe, Burnley, Lancashire, Cotton Spinners. Dec 7 at 3 at the Clarence Office, Piccadilly, Manchester. Farrington and Crofton, Manchester  
 Sutcliffe, Thomas, and Zechariah Wilkinson, Bradford, York, Plumbers. Nov 29 at 3 at offices of Neal and Barlow, Kirkgate, Bradford  
 Taylor, Elias, Brighton, Butcher. Nov 25 at 3 at North st, Brighton Nye  
 Thunder, Edward, Margate, Kent, Builder. Dec 6 at 11 at offices of Parry, Union row, Margate  
 Vivian, John Lewis Warren, Leamington Priors, Warwick, Commercial Traveller. Nov 27 at 12 at offices of Sanderson, Church s Warwick  
 Walker, James, Tunstall, Stafford, Miner. Nov 29 at 3 at offices of Alcock, Market st, Tunstall  
 Walmsley, Richard, Bradford, York, Beerseller. Nov 26 at 11 at Kirkgate, Bradford, Knight  
 Welham, George, Kirkley, Suffolk, Bricklayer. Dec 3 at 3 at offices of Johnson, Old Bank House, Lowestoft  
 White, Alfred, Greywell, Hants, Auctioneer. Dec 8 at 2 at Red Lion Hotel, London st, Basingstoke. Lamb and Brooks  
 White, Leonard George, Church rd, Battersea, Builder. Nov 2 at 2 Inns of Court Hotel, High Holborn. Leslie, Conduit st, Bond st  
 Whitlock, Edward, Aston New Town, nr Birmingham, Licensed Victualler. Nov 20 at 11 at offices of Ansell, Waterloo st Birmingham  
 Williams, David Thomas, Swansea. Ironmonger. Nov 25 at 2.30 at Temple st, Birmingham Thomas, Swansea  
 Woodford, Henry, Trowbridge, Wilts, Pork Butcher. Nov 26 at 12 at offices of Rodway, Fore st, Trowbridge  
 Wynne, George Hodgson, Manchester, Boot and Shoe Dealer. Dec 3 at 3 at offices of Boote and Edgar, Booth st  
 Youngusband, George Edward, Coleman st, Hoxter. Dec 1 at 2 at offices of John Fell and Lovering, Gresham st. Saxley and Faulkner

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